



अखिल भारतीय आयुर्विज्ञान संस्थान राजकोट, गुजरात 360001
All India Institute of Medical Sciences, Rajkot, Gujarat 360001

A Central Autonomous Body under PMSSY, MoH&FW, Government of India
www.aiimsrajkot.edu.in

Tender No. AIIMS/Rajkot/Admin/02/Procurement/2021-22/RC- STATIONARY/417

**RATE CONTRACT FOR “SUPPLY OF STATIONARY ITEMS FOR
AIIMS RAJKOT”**

(OPEN TWO-STAGE TENDER PUBLISHED ON CPP PORTAL)

The Executive Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAJKOT invites open, cpp published, offline bids for “Supply of stationary items AIIMS RAJKOT on rate contract” as detailed below in accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

Description	Supply of stationary items for AIIMS RAJKOT on rate contract.
Mode of Tender	Open tender (Rate Contract)
Type of Bid	<ol style="list-style-type: none">1. Two Stage– Technical bid, followed by display of proposed items of supply by Technically qualified bidders and identification of items by AIIMS Rajkot; Financial Bid on the pool of identified items.2. All technically qualified bidders shall remain eligible for being registered with AIIMS Rajkot on payment of PSD of Rs. 10000/-. Quotations will be solicited from time to time, from all such registered Vendors, for stationary items, which will be required in addition to the items mentioned in this Rate Contract document.

Tender Publishing Date	12/07/2021
Last date and time for submission of Technical Bid	02/08/2021 10.00 AM
Date and time for opening of Technical Bid	02/08/2021 2:30 PM
EMD (no exemption)	Rs. 10000/-
Period of Contract	One year from the date of Supply Order and extendable further with the same terms and conditions.
For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website	http://aiimsrajkot.edu.in https://eprocure.gov.in/epublish/app

DISCLAIMER

This Tender is not an offer by the All India Institute of Medical Sciences, RAJKOT but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences, RAJKOT with the vendor/ bidder.

ABOUT AIIMS

AIIMS RAJKOT is one of new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Sathya Suraksha Yajna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education. PMSSY planned to set up new AIIMS like institutions in underserved areas of the country.

These Institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences in RAJKOT which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

Online tenders are hereby invited on behalf of the Executive Director, AIIMS RAJKOT Rate contract for **“Supply of stationary items for AIIMS RAJKOT”** for a period of one year and extendable for further with mutual consent with same terms and conditions of this tender.

TENDER NOTICE

NOTICE INVITING TENDER FOR

RATE CONTRACT FOR SUPPLY OF STATIONARY ITEMS FOR AIIMS RAJKOT

- The Executive Director, All India Institute of Medical Sciences, RAJKOT (AIIMS RAJKOT), invites bids (offline Tender) through website of AIIMS, RAJKOT www.aiimsrajkot.edu.in (for ref. only) and CPP <https://eprocure.gov.in/epublish/app> from reputed & genuine Manufacturers/ Importers/ Authorised Dealers/ Distributors who are interested and eligible to Supply of stationary items for AIIMS RAJKOT.
- The tender shall be submitted in two stage and two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed stamped by authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. As of now, only the technical bid is uploaded as first stage.
- The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
- The bid without EMD will be summarily rejected.

Sd/-

Deputy Director (Admin.)

(For and on behalf of the Executive Director AIIMS RAJKOT)

Salient Points

Bids (tenders) are invited for the Supply of stationary items for AIIMS RAJKOT for a period of one year. Bids will be accepted from reputed & genuine manufacturers/dealers/suppliers/Authorised Distributor/importers only.

The salient features of the tender are as under:

1. **Earnest Money Deposit (Refundable):** Rs. 10,000/-. The EMD of successful bidder shall be discharged after submission of performance security bank guarantee.
2. **Validity of offer:** The offer shall be valid for 180 days from the last date of submission of the bid and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e., The Rate Contract will be valid for period of one year from the date of issue of Rate Contract. It may be further extended upon mutual consent, for another period of one year, or more.
3. The award of the Rate contract is not linked with the procurement style opted by Institute during the entire period of rate contract. Any item under the rate contract may be procured through GEM/Other methods of procurement as per GFR. Modality of procurement and inventory management of any item may be changed at any point of time.
4. **EXPERIENCE AND TURN OVER (Technical Bid Parameters):**
 - a. The Bidder should necessarily have an establishment in Rajkot
 - b. The Bidder should be GST Registered and should be an income tax payee.
 - c. The Bidder should have a turnover of Rs. 20 Lakhs during FY 2020-21 or a combined turnover of Rs. 35 lakhs during FY 2019-2020 and 2020-21 from the business of sale and supply of stationary items
 - d. The Bidder should be a profitable entity.
 - e. The Bidder should have the experience of supplying Stationary to a Hospital/ Government/ Semi-Government Institutes for a minimum value of:
 - i. Rs. 10 lakhs during FY 2020-21
 - ii. Rs. 15 lakhs during FY 2019-20 and 2020-21
 - f. The Bidder should not have been blacklisted/ debarred by any government authority at any period of time.
5. **Performance Security:** The performance guarantee should be in the form of bank guarantee /fixed deposit receipt from a scheduled bank.
Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security of Rs. 20000/- within 01 week after accepting the Rate Contract and, in case of BG, it should be valid for a period of 15 months from the date of Rate Contract.

SPECIAL TERMS & CONDITIONS OF THIS TENDER

- a) **Financial Bid sample is enclosed. It should not be filled at this stage. The list is only for the purpose of display of names of items which may be procured on Rate Contract.**

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
1	A4 Paper, Minimum 70 GSM	ISI	Ream	Not to be quoted at this stage		
2	A3 Paper, Minimum 70 GSM	ISI	Ream			
3	Paper Pins	Bell or equivalent	Packet			
4	Battery AA-1.5 Volts, Alkaline	Duracell or equivalent	No			
5	Battery AAA -1.5 Volts, Alkaline	Duracell or equivalent	No			
6	Binder Clip 19 mm	Superior Quality	Box			
7	Binder Clip 25 mm	Superior Quality	Box			
8	Binder Clip 32 mm	Superior Quality	Box			
9	Binder Clip 41 mm	Superior Quality	Box			
10	Board Pins (Thumb Pin Of Plastic) 50 Pieces Pack	Superior Quality	Box			
11	Box Files Standard Size- Small	Superior Quality	No			
12	Box Files Standard Size Big	Superior Quality	No			
13	Brown Envelope Office Normal 11 × 5 "	Superior Quality	No			
14	Brown folder file Covers	Superior Quality	No			
15	Button Files of Plastic	Superior Quality	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
16	Calculator - desktop, two power, 12 Digit.	Casio or equivalent	No			
17	Battery-Operated Wireless Calling Bell	Philips/Orient Electric or equivalent	No			
18	Torch (Cell Operated) Medium Size	Philips/Wipro or equivalent	No			
19	Torch Led Light Type Electric Re-Chargeable Big	Philips/Wipro or equivalent	No			
20	Carbon Paper, A4 size (Blue, Black) 100Pack	Kores/Camlin or equivalent	Pack			
21	Chalk Piece Box of 100 pieces (Different Colour) - dust free, 10 to 20 mm thick, 8 cm length	Apsara/Kores or equivalent	Box			
22	Chalk Piece Box of 100 pieces (White Colour) - dust free, 10 to 20 mm thick, 8 cm length	Apsara/Kores or equivalent	Box			
23	Clip Folder	Superior Quality	No			
24	Colour Chart paper of Standard Size, minimum 150 gsm or above, various colours.	Superior Quality	No			
25	Computer External SSD, 1-Tb	Seagate/SanDisk or equivalent	No			
26	Pen Drive 16Gb usb-3.0 with OTG support	SanDisk/Sony or equivalent	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
27	Pen Drive 32Gb usb-3.0 with OTG support	SanDisk/Sony or equivalent	No			
28	Pen Drive 64 Gb usb-3.0 with OTG support	SanDisk/Sony or equivalent	No			
29	Laser Pen pointer For Presentation (Red/Green/Blue)- range 25 meters or above	Logitech or equivalent	No			
30	Correction Pen 7 ml	Faber-Castell or equivalent	No			
31	Correction Tape (Different Size)	Superior Quality	No			
32	Dak Pad File Folder of card board with hard bound binding, size, FS	Superior Quality	No			
33	Sl. No., Digit Number self-Inking Stamp	Superior Quality as per sample	No			
34	Date, Digit Number, self-Inking Stamp	Superior Quality as per sample	No			
35	Double Side Tape - 1" - 5 Mts	3M/Equivalent	No			
36	Double Side Tape - 2" - 5 Mts	3M/Equivalent	No			
37	Envelope Cloth Cover 10×12"	Superior Quality	No			
38	Envelope Cloth Cover 11×15"	Superior Quality	No			
39	Envelope Cloth Cover 11×5"	Superior Quality	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
40	Envelope Cloth Cover 16×12"	Superior Quality	No			
41	Exam Pad - 24x34.5 cm	Superior Quality	No			
42	Fevicol 50MI	Pidilite or equivalent	No			
43	File Tag 12 Inch Bunch Of 100 Pieces Pack	Superior Quality	Pack			
44	File Tag 8 Inch Bunch Of 100 Pieces Pack	Superior Quality	Pack			
45	File Tag 24 Inch Bunch Of 100 Pieces Pack	Superior Quality	Pack			
46	Gem Clip Plastic Coated – 100 Pieces Pack	Superior Quality	Pack			
47	Glue Stick a. 15 Gm b. 35 Gm	Fevistick or equivalent	No			
48	Gum Bottle 300MI (paper gum)	Camel or equivalent	No			
49	Highlighter Pen (Different Colours)	Faber Castell or equivalent	No			
	Highlighter pen refill ink can be included.	Faber castell or equivalent for every color.				
50	Lock and Key -Big with 3 keys	Godrej or equivalent	No			
51	Lock and Key - Medium with 3 keys	Godrej or equivalent	No			
52	Lock and Key - Small with 3 keys	Godrej or equivalent	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
53	Magnetic Duster for White Board Marker	Superior Quality	No			
54	Magnetic Pins for Board	Superior Quality	Set			
55	Magnetic White Board (3Ft X 4Ft)	Superior Quality	No			
56	Magnetic White Board (4Ft X 6Ft)	Superior Quality	No			
57	Notice Board (3Ft X 4Ft)	Superior Quality	No			
58	Noting Sheet A4 Size Minimum 70 GSM - standard colour as approved/ light green	ISI	Ream			
59	Paper Weight (Good Model) - Glass Oval Big	Superior Quality	No			
60	Gel Pen (Black/ Blue/Red/Green)	Luxor/uniball or equivalent	No			
61	Pen Ball Point: (Black/ Blue/Red/Green)	Superior Quality	No			
62	Pen Stand (desk organizer) model as approved, Standard size	Acrylic/kebica/Superior quality or equivalent	No			
63	Pencil - Hb	Apsara/Faber castle or equivalent	No			
64	Eraser- Nondust	Apsara or equivalent	No			
65	Permanent Marker (Different Colour)	Camlin/Faber-Castell or equivalent	No			
66	Pin Container Magnetic	Superior Quality	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
67	Plastic Scale 15Cm	Camlin/Nataraj/Faber-Castell or equivalent	No			
68	Plastic Scale 30Cm	Camlin/Nataraj/Faber-Castell or equivalent	No			
69	Pocker – Metal	Superior Quality	No			
70	Post It 3"× 3"	Oddy	No			
71	Post It 3"× 4"	Oddy	No			
72	Post It 3"× 5"	Oddy	No			
73	Postit 1"×3" - 4Cut	Oddy	No			
74	Register 2 Quire Paper Hard Bound - 80 gsm	Superior Quality	No			
75	Register 3 Quire Paper Hard Bound - 80 gsm	Superior Quality	No			
76	Register 4 Quire Paper Hard Bound - 80 gsm	Superior Quality	No			
77	Register 5 Quire Paper Hard Bound - 80 gsm	Superior Quality	No			
78	Ring Binder File A4 – Paper	Superior Quality	No			
79	Rubber Band Tri-Colour 100 Gms Nylon - All Size	Superior Quality	No			
80	Rubber Band Tri-Colour 500 Gms Nylon - All Size	Superior Quality	No			
81	Scissor - Big – 21cm	Superior Quality	No			
82	scissor - Medium - 152mm	Superior Quality	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
83	scissor - Small - 126mm	Superior Quality	No			
84	Scribbling Pad Unruled - min70 Gsm, size:21×15cm,80 pages	Notepads	No			
85	Long NoteBook unruled- min 80GSM, 200pages	Premium series	No			
86	Pencil Sharpener	Apsara or equivalent	No			
87	Sheet Protector A4 Pack Of 100 - 150Gsm	Superior Quality	No			
88	Sheet Protector Legal Pack Of 100 - 150Gsm	Superior Quality	No			
89	Sketch Pen Set Of 12Color	Camlin/Faber-Castell or equivalent	No			
90	Spike 4-Socket (Extension Cable Or Box) Length Of 5 Metre with at least 1 socket for 15 Amp plug	Goldmedal or equivalent	No			
91	Spike 6-Socket (Extension Cable Or Box) Length Of 5 Metre with at least 2 socket for 15 Amp plug	Goldmedal or equivalent	No			
92	Stamp Pad Big – colour :Violet, Black, Green, Red as required, Size:28 x 15 x 5 Centimetres	Camel Impressions deluxe /Equivalent	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
93	Stamp Pad Ink - 30MI colour :Violet, Black, Green, Red as required	Camel/Equivalent	No			
94	Stamp Pad Medium – colour :Violet, Black, Green, Red as required, Size:11x7cm	Camel/Equivalent	No			
95	Stapler Big No-1217	Kangaro	No			
96	Stapler Medium No.HP-45	Kangaro	No			
97	Stapler Pin Big compatible with Stapler Big No. 1217 (1000 Staples)	Kangaro	No			
98	Stapler Pin Small compatible with stapler small no. HP 45(1000 Staples)	Kangaro	No			
99	Tape Brown 2" - 60Mts	3M/Equivalent	No			
100	Tape Transparent 1 Inch" - 60Mts	3M/Equivalent	No			
101	Tape Transparent 1.5 Inch" - 60Mts	3M/Equivalent	No			
102	Tape Transparent 2" - 60Mts	3M/Equivalent	No			
103	Tape Transparent 3" - 60Mts	3M/Equivalent	No			
104	Cello Tape Dispenser 1"	Kangaro/Cello	No			
105	Cello Tape Dispenser 2"	Kangaro/Cello	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
106	Cello Tape Dispenser 3"	Kangaro/Cello	No			
107	Tissue Paper Roll	Superior Quality	No			
108	Tissue Paper (Box) - Pack Of 200Sheets	Premier	No			
109	Tea Cup set	Borosil/ Standard Bone China make	No			
110	Water Glass set of 6 - (Glass)	Borosil	No			
111	Coaster set	Superior Quality	No			
112	Dinner plates	Borosil/ Standard Bone China make	No			
113	Crockery set	Borosil/ Standard Bone China make	No			
114	Serving tray	Cello/ Borosil/ Standard Bone China make	No			
115	Water Bottle of Good Quality food grade	Cello/ Borosil/ Standard	No			
116	White Board (3Ft X 4Ft)	Superior Quality	No			
117	White Board (4Ft X 8Ft)	Superior Quality	No			
118	White Board Marker - Broad line width- 2.5mm Various colours	Faber-Castell or similar	No			
119	White Envelope Office Normal 11*5"	Superior Quality	No			
120	Wall clock (Analog)	Ajanta or similar	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
121	Ziplock covers- 10×14-inch,100-pcs pack	Superior Quality	No			
122	Ziplock covers- 5×7-inch,100-pcs pack	Superior Quality	No			
123	Secure seal Covers- 12×16-Inch, with self-sealing, tamperproof, water proof, Once Closed It Cannot Be Opened Without Tearing ,60microns-100pcs pack	Superior Quality	No			
124	Secure seal Covers- 10×12-Inch, self-sealing, tamperproof, water proof, Once Closed It Cannot Be Opened Without Tearing ,60microns-100pcs pack	Superior Quality	No			
125	Stock Register of consumables such as stationary, Chemicals, Spare parts, etc. (printing as per format provided)	Standard Quality and Proforma	No			
126	Stock Register of non-consumables (printing as per format provided)	Standard quality and proforma	No			
127	Diary/ Planner	Standard Quality with print of AIIMS Rajkot	No			

Sr No	DISCRIPTION	MAKE	UNIT	RATE PER UNIT IN Rs	GST%	TOTAL AMOUNT including GST Rs
128	Paper Cutter (Small/Medium/Large)	Standard Quality	No			
129	Spring File	Standard Quality	No			
131	Paper punch 2 hole and 1 hole	Super Quality	No			
132	Attendance register – faculty, staff, students.	100 Pages	No			
133	Steel ruler 30 cm	-	No			
134	Calendar (Table top / wall)		No			
135	Key chains		No			
136	Electric Kettle – per department.		No			
137	Incline table top – adjustable 4 level– heads of departments	Fibber Glass	No			
138	A4 Sticker (A4 Size)		No			
139	Permanent marker Black, Blue, Green, Red		No			
140	Plastic Storage box (for stationary)- 30cmX21cmX12cm	Standard Quality	No			
141	Sticky notes (Big and Medium)		No			
142	Two-sided adhesive tape		No			
143	Whitener Pen		No			

- 2) **Note:** The L1, L2 and L3 bidders shall provide samples of each items for approval, after approval by competent authority the items shall be finalized for supply. AIIMS Rajkot shall reserve the right to reject any items of inferior quality and opt for supply from non-L1 bidders after giving an opportunity to L1 bidder to match the quality parameters.

- a) Rates should be quoted for one unit only i.e. one pack, one number/pair, one litre etc. MRP mentioned should be for the minimum saleable pack i.e. one pack, one number/pair, one litre etc.
- b) Rates quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of Financial Bid.
- c) The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- d) The quoted rates should be F.O.R (freight on road), insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, RAJKOT (Temporary Campus in PDU Medical College & Hospital/ Permanent campus near Khadheri).
- e) Quoted item serial number should be the same as the serial no. detailed in the item list of the tender document.
- f) Specifications of the quoted item should be the same as per the details given in the tender.
- g) Any plea for clerical / typographical error etc. would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
- h) **Conditional bid would not be entertained.**
- i) **A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.**
- j) The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products.
- k) Supply of material is covered under this rate contract will ordinarily be made available on the basis of written supply order with terms and conditions as enumerated therein.
- l) **Liquidated Damages:** If the suppliers fail to deliver and place any or all the item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. Alternately, AIIMS will procure the item and charge the differential value on the Bidder, if any.
- m) Bidder should uphold good business practices.
- n) Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical/similar products/items tendered in duplicate intentionally or unintentionally, the financial bid will be designed accordingly.
- o) Delivery of goods shall be made by the supplier within 03-07 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of

goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 2-4 hours.

INSTRUCTIONS TO BIDDER

1. Rate contract items will be purchased on monthly basis / as or when required.
2. **SEARCHING FOR TENDER DOCUMENTS** :
 - There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
 - Tender documents can be viewed and downloaded from the website of AIIMS, RAJKOT www.aiimsrajkot.edu.in (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/epublish/app>
 - The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification.
3. **PREPARATION OF BIDS** :
 - Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.
4. **SUBMISSION OF BIDS** :

The Bids shall be submitted in hard copy with Consultant (Administration) in AIIMS Rajkot Temporary Campus, Opposite PMSSY Block, PDU Medical College & Hospital, Rajkot 360001.

Late Bids will not be entertained.
5. **ASSISTANCE TO BIDDERS** :
 - Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the adm.consultant.aiimsrajkot@gmail.com
6. **Eligible Bidders** :
 - Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder.

- Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Institute to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

7. Language of Bid :

The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the INSTITUTE shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

8. Amendment of Bidding Documents :

- At any time prior to the bid due date, the AIIMS RAJKOT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified on www.aiimsrajkot.edu.in
- AIIMS RAJKOT may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

9. Late Bids

Any bid received by the INSTITUTE after the deadline for submission of bid shall be summarily rejected.

10. Purchase Preference

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

11. Award Criteria

1. After the Technical Bid, eligible Bidders will be required to provide one sample of the items proposed to be supplied.
2. A committee in AIIMS Rajkot will identify the desirable items based on physical inspection and deliberations. A set of desirable items will be withheld by AIIMS for the purpose of financial bid. **These items shall be the first set to be supplied by the successful bidder and shall be kept as part of security-deposit which shall be billable/returnable, at the conclusion of the term of contract.** Once the successful bidder has supplied a new set of items, items belonging to other bidders will be

returned along with the return of EMD. Any perishable items will be replaced intermittently with ordered supplies.

3. The financial bid will be accordingly issued for the Bidders to submit their quotation.
4. Upon opening of commercial bid, the bidder who has the maximum items as L1 will be given a chance to match the lowest quotes of same items from amongst the technically qualified bidder. This is for the purposes of administrative simplicity.
5. In case the L1 Vendor refuses to match all the items, the bid will be split and as per needs AIIMS Rajkot will issue supply orders to bidders as per the price discovery. Accordingly, there may be one, or more than one bidders.
6. Each bidder shall deposit a PSD of Rs. 20,000/- and enter into an MoU with AIIMS Rajkot for supply of respective items in which they have quoted the lowest.
7. All technically qualified bidders shall remain eligible for being registered with AIIMS Rajkot on payment of PSD of Rs. 10000/-. Quotations will be solicited from time to time, from all such registered Vendors, for stationary items, which will be required in addition to the items mentioned in this Rate Contract document.

12. INSTITUTE's Right to Accept Any Bid and to reject Any or All Bids

AIIMS RAJKOT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the Institute's ACTION.

13. Acceptance of Purchase Order

AIIMS RAJKOT will issue the Purchase Order to the successful bidder, who has to submit an acceptance letter.

14. Inspection, Testing &Expediting:

Institute or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 15 days and in the case of dangerous/infested and perishable materials within 24 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the materials rejected so as to recover the freight charges from the supplier

15. Payment terms:

After receipt and acceptance of material by AIIMS RAJKOT, supplier shall submit bills. The bills will be verified by the Store Committee/ User department and an Inspection note will be drawn. 100% Payment will be released normally within 30 days after submission of bills, through online mode e-banking.

16. Corrupt or Fraudulent Practices

AIIMS RAJKOT requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Institute defines, for the purposes of this provision, the terms set forth below as follows:

- i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Institute, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Institute of the benefits of free and open competition;
- iii) The Institute reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Institute determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

Other TERMS AND CONDITIONS

1. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
3. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
4. The bidder is required to fill up the entire format as provided in the relevant Annexures of the tender document.
5. At any time prior to the deadline for submission of bids, the AIIMS, RAJKOT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.
6. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
7. The duly filled in tender should be submitted in sealed cover ne in the prescribed with all supporting documents.

8. Prices shall be quoted in Indian Rupees only.

9. Opening and Evaluation of Bids:

- a) The AIIMS RAJKOT will open all bids on the appointed date and time.
- b) Any effort by a Bidder to influence the AIIMS RAJKOT in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- c) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

10. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by proprietor/owner/managing partner/Director or authorized representative.

11. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.

12. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.

13. The Courts of India at Rajkot will have exclusive jurisdiction to determine any proceeding in relation to this contract.

14. **Change in Constitution of firm:** Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.

15. **Fall Clause:** If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the Institute within a month of the earliest date of such a reduction in price. The price payable under contract with the Institute will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Executive Director AIIMS RAJKOT shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of AIIMS Rajkot authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

Late delivery clause - Penalty: If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted. AIIMS reserves to obtain supply at prevalent market rates, and the rate differential shall be made good from the PSD, which shall necessarily have to be recouped by the Vendor.

Information required on challan & bills:

- a. Challan:** The Delivery Challan must show a stamp of Central Stores bear the following information:
- i) Name of the item as, it is mentioned in Rate contract/ supply order.
 - ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
 - iii) Size of the item
 - iv) Supply order no. and Date
 - v) Date of manufacturing
 - vi) Date of expiry
 - vii) Batch number
 - viii) Quantity of each item (in unit) (ix) Maximum Retail Price (MRP)
- b. Pre-receipted Bill (Tax Invoice),** must always bear the following information:
- (i) Name of the item as, it is mentioned in Rate contract/ supply order.
 - (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name if any)
 - (iii) Size of the item
 - (iv) Supply order no. and Date
 - (v) Date of manufacturing
 - (vi) Date of expiry, where applicable
 - (vii) Batch number, where applicable
 - (viii) Quantity of each item (in unit)
 - (ix) Value of each item
 - (x) Total value of the bill
 - (xi) The amount of GST paid by the supplier.
 - (xii) Maximum Retail Price (MRP)

Recovery of Excess Payment made to Supplier Agency:-If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to be deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order

from AIIMS RAJKOT within 30 days' time period as and when they will receive written request from AIIMS RAJKOT in this connection.

Force majeure : Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

Termination of Contract: In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months' notice in writing to the Institute.

Exclusive right: The Executive Director, AIIMS Rajkot, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

Cartel and Multiple Bids: Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified. While processing the tender documents, if it comes to the knowledge of the AIIMS, Rajkot that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years or more.

ACKNOWLEDGEMENT

The Bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which supply of stationary items including transportation at AIIMS, RAJKOT Temporary/ Permanent campus is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Bidder shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS RAJKOT in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS RAJKOT immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Annexure-I

Acceptance of Term and conditions of Rate Contract

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To,

Date:

The Executive Director,
AIIMS RAJKOT

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned "Tender/ Work" from the website(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

1. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
2. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
3. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
4. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
5. I/we undertake to keep AIIMS Rajkot indemnified at all points of time during the term of contract.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(Preferably local Bank)

To,

The Executive Director

All India Institute of Medical Sciences (AIIMS),

RAJKOT-(Gujarat) INDIA

WHEREAS.....

(Name and address of the Contractor) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. dated to perform the work) (herein after called “the Hire contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of

..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without avail or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of....., 2020

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank’s common seal)

Date:

TECHNICAL BID (Part – 1)

Documents/Details to be submitted:

S.No.	Particulars	To be filled by the Tenderer (give details with proof)
1.	Name and address of bidder:	
2	Name of the Head of the Organization/Managing Director	
3	Telephone No./Fax No./Email address:	
4	Legal Status (Attach copies of original document defining the legal status/undertaking on original letter head) a) Public Ltd./Govt. /PSU: b) Pvt. Ltd: c) Firm /Private Society/Trust d) Partnership: e) Sole Proprietorship/Single Person.:	
5	Year of Establishment	
6	Activities/ Services Offered	
7	Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy). 1. Registration Number: 2. Organization/Place of registration: 3. Date of validity :	
8	PAN (to be enclosed copy)	
9	Were you or your company/ organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.	

S.No.	Particulars	To be filled by the Tenderer (give details with proof)
10	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.	
11	Pre-qualification criteria	Enclosed
12	Undertaking regarding Blacklisting/debarment Status of Bidder	
13	Bid Securing Declaration	
14	No Conflict of Interest	
15	Annual turnover and Profitability Statement	
16	Integrity pact	

Pre-qualification criteria

Please respond in Yes or No : In case you do not fulfil any of the conditions, please specify :

S. No	Item	Say Yes/ No
1.	Registration: The bidder should be Income tax filer and should be registered with GST Department	
2.	Earnest Money Deposit of Rs. 10,000	
3.	The Bidder should necessarily have an establishment in Rajkot (Please give an address proof on the letter head of the organization)	
4.a	The Bidder should have a turnover of Rs. 20 Lakhs during FY 2020-21 or a combined turnover of Rs. 35 lakhs during FY 2019-2020 and 2020-21 from the business of sale and supply of stationary items (Certificate signed by a Chartered Accountant)	
b.	The Bidder should be a profitable entity. (Certificate signed by a Chartered Accountant)	

6.	The Bidder should have the experience of supplying Stationary to a Hospital/ Government/ Semi-Government Institutes for a minimum value of: i. Rs. 10 lakhs during FY 2020-21 ii. Rs. 15 lakhs during FY 2019-20 and 2020-21 (Copies of supply-order)	
7.	The Bidder should not have been blacklisted/ debarred by any government authority at any period of time. (Undertaking)	

Note: Attach additional sheets, if necessary.

Date:

(Signature of the Bidder with Seal)

ANNUAL TURNOVER & PROFITABILITY STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
(bidding firm name), having its registered office at (full
address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover	Profit before Tax
1.	2019-20		
2.	2020-21		

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20__, between, on one hand, the Executive Director of AIIMS acting through Deputy Director (Administration), AIIMS, Rajkot (hereinafter called the "The Principal"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the "Bidder/Contractor", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, rate contract for stationary supply for AIIMS Rajkot. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal may appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.

The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to

demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractors annexure(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the Executive Director, AIIMS.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Executive Director, AIIMS and recuse himself/herself from that case.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The Monitor will submit a written report to the ED, AIIMS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the ED, AIIMS, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ED, AIIMS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word "**Monitor**" word includes both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by ED, AIIMS.

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Rajkot, Gujarat
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Self Declaration for non-black listing/ debarment

The certificate below is to be provided by the bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Principal officer/ Company Secretary)

Undertaking (no conflict of interest)

The certificate below is to be provided by the bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

3. Receive or have received any direct or indirect subsidy from any of them; or

4. Have common controlling shareholders; or

Have the same legal representative for purposes of this Bid; or

Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or

Influence the decisions of AIIMS regarding this bidding process; or

Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or

Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the agencies taking part in the bid process.

We are not involved in processing and payments of claims with AIIMS, in any state of India

We do not have on our role/contract an auditor who in his/her clinical or otherwise capacity has been found to be involved in unethical practices or has been associated with an entity involved in fraudulent activity or has been issued show cause notice under AIIMS, insurance contracts etc. during last 3 years.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

Bid Securing Declaration Form

Date: _____

Tender/RFE No. _____

To

The Executive Director,

AllIMS Rajkot

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)