



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](http://www.aiimsrajkot.edu.in)



Tender No. AIIMS /Rajkot /Admin/02 /Procurement /21-22 / Vendor Registration /795 14/11/21

## VENDOR REGISTRATION FOR “SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES FOR AIIMS RAJKOT

(Short duration RE-TENDER)

OPEN TENDER PUBLISHED ON CPP PORTAL)

The Executive Director, All India Institute of Medical Sciences, Rajkot invites open, cpp published, offline technical-bids for VENDOR REGISTRATION FOR SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES FOR AIIMS RAJKOT as detailed below in accordance with enclosed tender document.

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

Description	VENDOR REGISTRATION FOR SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES FOR AIIMS RAJKOT
Mode of Tender	Open tender / CPP published/ Website published <ol style="list-style-type: none"><li>1. <b>Stage 1:</b> Vendor Registration through Technical Bids</li><li>2. <b>Stage 2:</b> Limited Tender Enquiries from amongst the registered Vendors for supply on INSTITUTIONAL Rates</li></ol>
Type of Bid	Vendors fulfilling the terms and conditions of the Technical bid will have an option to get themselves Registered for future product enquiries including Limited Tender Enquiries. For Registration, the Technically Qualified Vendor will have to submit undertakings given in the Technical Bid documents, PSD of requisite amount as mentioned against

	respective Categories, and sign an MoU with AIIMS Rajkot in this regard.
Tender Publishing Date	14/11/2021
Last date and time for submission of Technical Bid	22/11/2021 11.00 AM [ <b>Vendors who have already applied and consider themselves as fulfilling the conditions mentioned in this RETENDER need not apply again. Their bids will be considered ]</b>
Date and time for opening of Technical Bid	22/11/2021 3 PM
EMD (no exemption)	Rs. 25000/- [ <b>Vendors who have already applied and paid need not pay again ]</b>
Period of Contract	One year and extendable further with the same terms and conditions.
For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website	<a href="http://aiimsrajkot.edu.in">http://aiimsrajkot.edu.in</a> <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>

## **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.

**Offline tenders** are hereby invited on behalf of the Executive Director, AIIMS RAJKOT Vendor Registration for VENDOR REGISTRATION FOR SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES 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 VENDOR REGISTRATION FOR SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES 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](http://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 requisite items for AIIMS RAJKOT.

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.

**[Vendors who have already applied and paid and who consider themselves eligible and agreeable with the conditions mentioned in this RE-TENDER need not apply again. Their Bids will be considered]**

**Sd/-**  
**Deputy Director (Admin.)**  
**(For and on behalf of the Executive Director AIIMS RAJKOT)**

## **Salient Points**

Bids (tenders) are invited for VENDOR REGISTRATION FOR SUPPLY OF LAB CONSUMABLE, CHEMICALS, KIT, GLASSWARE ITEMS, MEDICAL EQUIPMENTS, DRUGS, PHARMACEUTICALS & VACCINES 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. 25,000/-. The EMD of non-technically qualified bidders will be refunded. All Technically qualified Vendors shall have the option of converting their EMD as PSD for the duration of Vendor Registration.
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 Vendor Registration the same will remain valid for the entire period of Vendor Registration, i.e., The Vendor Registration will be valid for period of one year from the date of issue of Vendor Registration. It may be further extended upon mutual consent, for another period of one year, or more.
3. The award of the Vendor Registration is not linked with the procurement style opted by Institute during the entire period of Vendor Registration. Any item under the Vendor Registration 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. **CATEGORIES FOR REGISTRATION and the PSD:** Following categories of registration are being proposed.

<b>Sr No</b>	<b>Category of Registration</b>	<b>Specific Supply</b>	<b>PSD, for successful Vendors</b>
1	Med 1	<b>Vendors Registered for supply of Lab Consumables</b>	25000(Twenty Five Thousands)
2		<b>Vendors Registered for supply of Lab Chemicals and Reagents</b>	
3		<b>Vendors Registered for supply of diagnostic Kits</b>	
4		<b>Vendors Registered for supply of Glassware</b>	
5	Med 2	<b>Vendors Registered for supply of Medical and Surgical Equipment/Devices</b>	100000 (One Lakh)
6	Med 3	<b>Vendors Registered for supply of Drugs, Pharmaceuticals, Medical gases and Vaccines</b>	25000 (Twenty Five Thousands)

A vendor can participate and register for more than one category by depositing EMD of Rs. 25000/- (Refundable after successful completion of Vendor Registration) and if the Vendor fulfils necessary eligibility criteria. Thereafter requisite PSD has to be deposited.

The Vendors may note that such registration may not be a compulsion upon AIIMS to procure items from the identified Vendors only. AIIMS is also bound by orders and

instructions of Central Government in procurement of Hospital consumables, equipment, etc. from Government PSUs like HLL Lifecare (HITES, AMRIT, etc.), and other PSUs, like HAL, etc. from time to time.

**5. EXPERIENCE AND TURN OVER (Technical Bid Parameters) – RELAXED from previous BID:**

- a. The Bidder should necessarily have an establishment in Rajkot, and an authorised dealership. An authorised dealer in the state of Gujarat can also participate if it has a channel partner located in Rajkot who is a stockist/supplier in the same line of business. Relevant Certificate of Authorized dealership/stockist/ distribution ship certificate has to be provided as a True Copy (Essential for all categories)
  - b. The Bidder should be GST Registered and should be an Income tax PAN Holder and Return Filer.
  - c. **Turnover:**
    - a. The Bidder should have a turnover of Rs. 25 Lakhs during FY 2020-21 or a combined turnover of Rs. 40 lakhs during FY 2019-2020 and 2020-21 from the business of sale and supply of items specified in the relevant categories (For Categories 1 and 3).
    - b. For Equipment (category Med 2), the Bidder should have a turnover of Rs. 100 Lakhs during FY 2020-21 or a combined turnover of Rs. 150 lakhs during FY 2019-2020 and 2020-21.
  - d. Experience:
    - a. **The Bidder should have an experience of supplying in GMCH or any government/ semi-government hospital/ private, &, or corporate hospital with minimum 100 bed capacity; PSU hospital/ Trust Hospital for at least 2 years.**
    - b. **In case of Category med 2 Equipment, the minimum supply value is to be Rs. 2 Lakhs per year for a minimum of two years; In case of Category 1 & 3, minimum supply value of Rs. 1 Lakh each year for a minimum of 2 years.**
  - e. **The Bidder should be able to supply ISO 9001:2015 specified products which are sought by AIIMS from time to time**
  - f. The Bidder should not have been blacklisted/ debarred by any government authority at any period of time.
  - g. The Bidder should be a profitable entity
  - h. **The Bidder should be able to supply FDA compliant items as and when they are specified and sought by AIIMS from time to time.**
  - i. The Bidder should be able to supply AR/GR/Extra-pure (essential for Med 1 Chemicals and Reagents)
1. **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 Registration will be required to deposit the performance security within 01 week after accepting the Vendor Registration and, in case of BG, it should be valid for a period of 15 months from the date of Vendor Registration.

**Bank Details for AIIMS Rajkot:** Bank of Baroda; 18720200001917; I.E. Marudhar Branch, Jodhpur, Rajasthan; BARB0INDJOD (5TH Character is zero)

## **SPECIAL TERMS & CONDITIONS OF THIS TENDER**

- a) **Institutional 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 Khandheri).
- 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. The deviations, if acceptable, will be mutually discussed and approved by AIIMS authority before supply.
- k) Supply of material is covered under this Vendor Registration 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. 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. AIIMS will approach the Registered Vendors for procurements, including Limited Tender Enquiries from time to time. The Vendor who will offer the most reasonable rate with a rational balance of quality and delivery, will be issued work order.

### **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](http://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](mailto: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](http://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 offered to register themselves for Institutional supply in AIIMS Rajkot. A bidder can register in multiple categories, in case it fulfils relevant eligibility criteria.
2. From time to time, Limited Tender Enquiries with only the financial bid will be issued for the Bidders to submit their quotation at Institutional rates.
3. Upon opening of financial bid, the bidder will be selected on Least Cost method.

## **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 Vendor Registration of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the Vendor Registration 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 Vendor Registration 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 Vendor Registration.

**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 Vendor Registration/ 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 Vendor Registration/ 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 Vendor Registration, 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 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 Vendor Registration**

**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....., 202\_

.....

(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:

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by the Tenderer (give details with proof)</b>
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	The Bidder should necessarily have an establishment in Rajkot, and an authorised dealership. An authorised dealer in the state of Gujarat can also participate if it has a channel partner located in Rajkot who is a stockist/supplier in the same line of business.	
3	The Bidder should have a turnover of Rs. 25 Lakhs during FY 2020-21 or a combined turnover of Rs. 40 lakhs during FY 2019-2020 and 2020-21 from the business of sale and supply of lab consumable/chemical/diagnostic kits/ laboratory glassware items, And/or For Equipment (category Med 2), the Bidder should have a turnover of Rs. 100 Lakhs during FY 2020-21 or a combined turnover of Rs. 150 lakhs during FY 2019-2020 and 2020-21.	
4	The Bidder should have an experience of supplying in GMCH or any government/ semi-government hospital/ private, &, or corporate	

	hospital with minimum 100 bed capacity; PSU hospital/ Trust Hospital for at least 2 years.  And, (as applicable to the category of Vendor) a. In case of Category med 2 Equipment, the minimum supply value is to be Rs. 2 Lakhs per year for a minimum of two years; b. In case of Category 1 & 3, minimum supply value of Rs. 1 Lakh each year for a minimum of 2 years.	
5	The Bidder should be able to supply ISO 9001:2015 specified products which are sought by AIIMS from time to time	
6	The Bidder should be a profitable entity (Certificate by a Chartered Accountant)	
7	The Bidder should be able to supply FDA compliant items as and when they are specified and sought by AIIMS from time to time.	
8	The Bidder should be able to supply AR/GR/Extrapure (For Chemicals and Reagents)	
9	The Bidder should not have been blacklisted/ debarred by any government authority at any period of time. (Undertaking)	
10	EMD of Rs. 25000	

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 IN THE  
SIMILAR LINE OF BUSINESS is as under-

Sl.No.	Financial year	Turnover	Profit before Tax
	2018-19		
	2019-20		
	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, Vendor Registration for lab consumable 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 Section 3, or if the Principal is entitled to terminate the contract according to Section 3, 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,

AIIMS 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)