



e-Tender

for

Rate Contract for Supply of Consumable Items for Department of
Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

साकेत नगर Bhopal (मप्र) 462020
Saket Nagar, Bhopal (M.P.) – 462020

Website: www.aiimsbhopal.edu.in

E-Tender ID:- AIIMS/BPL/HOSP/2020-21/129 DATED 20-08-2020

E-BidingPortal:<https://www.tenderwizard.com/AIIMSBHOPAL>



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

E-TENDER NOTICE

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

Notice Inviting Tender

On behalf of **Director, AIIMS Bhopal**, invites **E-Bids** in the **Two Bid System** (i.e., **Technical Bid and Financial Price Bid**) from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors/ Dealers on line through **E-procurement solution portal of AIIMS Bhopal** (<https://www.tenderwizard.com/AIIMSBHOPAL>).

Bidder can download complete set of bidding documents from e – procurement platform <http://tenderwizard.com/AIIMS Bhopal>.

The e- tender notice and tender document is also available in our website: www.aiimsbhopal.edu.in, e-procure.gov.in.

Bidders have to submit the bids online by uploading all the requisite documents through <http://www.tenderwizard.com/AIIMS Bhopal>

Bid submission end date:- 15-09-2020

Technical bid opening date: - 16-09-2020 at SPSO office ,3rd floor Hospital, building 462020.

The Director, AIIMS Bhopal reserves the right to accept or reject any quotation in full or part thereof without assigning any reason

**SPSO
AIIMS Bhopal**

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

e-Tender Schedule

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

Initiation for bids (IFB)

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Sealed bids under two bid system are invited online on <https://WWW.TENDERWIZARD.COM/AIIMS> BHOPAL from eligible and qualified bidders for Rate Contract for Supply of Consumable items for Department of Radiotherapy, at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP) Interested Bidders are also advised to visit AIIMS Bhopal website www.aiimsbhopal.edu.in for details of this Bid.

Bid schedule

Critical Dates

	Schedule	Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	20-08-2020	10.00
2	Document download start date	20-08-2020	10.00
3	Document download end date	15-09-2020	17.00
4	Pre-Bid Meeting	28-08-2020	15.00 in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020
5	Bid Submission start date	20-08-2020	10.00
6	Bid Submission end date	15-09-2020	17.00
7	Technical Bid opening date	16-09-2020	15.00 in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020

For any query related to this E-tender can be mailed to etender@aiimsbhopal.edu.in of the E- Central store department of AIIMS, Bhopal.

Manual bids will not be accepted

**I/c Central Stores
For and on behalf of "Director AIIMS Bhopal"**



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Earnest Money Deposit (EMD) as below:-

EMD should be as per below mentioned Table No. 1 in the form of FDR/Bank Guarantee drawn from any scheduled Nationalized/Commercial Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal accompany with Technical Bid Envelope for the period of Nine Month (i.e. 270 Days). The AIIMS Bhopal will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1: EMD Amount

Tender Item No.		Brief Descriptions of Item (Complete technical Specification given on Annexure-I of this Tender Document)	Estimated Annual Requirement	EMD (in Rs.)	Estimated Cost
1	Thermoplastic Mask (Push Pin Antimicrobial Mask)	3- points head Mask with nose hole and neck flap	100	Rs. 19070.00	Rs. 235000.00
2		4- points head Mask with nose hole and neck flap	150		Rs. 508500.00
3		5- points head Mask with nose hole and neck flap	50		Rs. 210000.00
			Total	Rs. 19070.00	Rs. 953500.00

Tenderer needs to deposit the EMD Amount as per above mentioned Items wise in the Form of FDR/Bank Guarantee in favour of “Director, AIIMS Bhopal”, payable at Bhopal and its legible scanned copy must uploaded in the E-Tendering Solution and Hard copy of EMD in sealed envelope should be submitted along with prequalification documents in the Technical Bid Envelope before the Date of Submission of Bid in the Box kept in the Central Stores, 3rd Floor, Near Trauma Gate, Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal462020 (MP) India.

Important Note:- Bidder should be properly (√) ticked clearly and Scanned copy of this EMD Statement must be uploaded and Submit with his bid along with EMD for calculation and verification purpose of EMD submitted by the firm for their participated Item wise during Technical Bid evaluation

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Clarification on Bidding Documents

The prospective Bidder may seek clarification about bidding documents in writing on during pre-bid meeting which shall be held at **3:00 PM onward on scheduled Date as mentioned in the e-procurement portal**. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated upto 7 days before the last date of bid submission.**

Amendments in Bidding Documents

At any time till **7days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be posted on the website regularly. Client shall not be responsible to notify the amendments to individual bidders. All amendments by the client till 7 days before the deadline for submission of bids, shall be binding on the participatory bidders.

Two Bid System Terms & Conditions

The required hard copies of respective bids shall be submitted separately in sealed envelopes before closing dates of the bids as per the instructions given in this E-Tender Enquiry. All the requested bid documents (i.e. Technical and Financial Bid) duly signed and scanned copies shall be uploaded under respective bids sections of the e-tender solutions mandatorily by the participating Bidder on portal. If any of the requested document's scanned copy/copies not found uploaded on e-Tendering Portal by Bidder, their bid is liable for rejection. Please study this e-tender very carefully and fill accordingly.

- **Validity of Tender & Period for Rate Contract:** The validity of the Bid tender Document shall be for 180 days and after the acceptance and issue of Notification of award/conclusion of Rate Contract Agreement in the Format given at **Annexure-XI**, the rates shall be valid for One years period extendable further period of One Year on mutual agreement basis after successfully/satisfactorily completion of initial year period.
- **EMD (Refundable after expiry of the tender on e-procurement solutions):** AS PER SCHEDULE ON E-PROCUREMENT PORTAL (NIT Table No.1) against this Tender Notice:
 - No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firms registered with NSIC (for sale or medical Consumables) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificate (NSIC etc.) to avail this exemption.
- **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the Bidders Registered under Make in India Initiative:-**The Bidder Companies, those have registered under Make in India initiative and producing their products under "Make in India Policy of GOI" shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested "Make in India" Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such Bidders on producing "Make in India" Certification in later bid stage.
- It is expected that, all the participating Bidders companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the "Make in India" Initiative and directives of Govt. of India, since in case if any "Make in India" Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of "Make in India" Policy of the Govt. of India.

All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable. Each document should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page.

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** Technical bid of pre-qualified tenders shall be opened.
- (ii) **Financial Bid:** The Financial Bids of bidders, who qualify at Technical Bid Stage, will be opened thereafter.

(i) TECHNICAL BID:

- (1) **Hard copies of documents to be submitted on or before closing the bid:**
(Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:
 - **Hard Copies of EMD, and Undertakings (A, B C & D below)** should be submitted in a sealed envelope in original in the Tender Box kept in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462020 (MP) India, India on or before Closing date of Bid Submission **Superscripted** as

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Complete details of the bidder should also be mentioned on envelop.

- A. EMD (as per NIT Table No. 1) in the form of FDR/BG in the format given at “Annexure-IX” from nationalized Bank, in favor of “Director, AIIMS Bhopal “valid for Nine months (i.e. for 270 Days) period.
- B. Original copy of **Undertaking for acceptance of all Terms & Conditions** mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - II**, duly attested by Notary Public.
- C. Original copy of **Undertaking for Criminal Liability** on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - III**, duly attested by Notary Public.
- D. 1. Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of e-tendering Portal.
2. Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in **Schedule of Requirement (Annexure-I)** on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of e-tendering portal. Non submission may lead to non-consideration of the bid for that item.

(2) Following Technical Documents Duly Signed, Attested scanned copies to be compulsorily uploaded in the “Pre-Qualification Bid Slot” on e-Tender solutions by the participating Bidder:

- I. The scanned copies of above said documents as mentioned at (1) A, B, C & D shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>) in Pre-Qualification Bid Slot section.
- II. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- III. Signed and scanned of GST Registration and proof of latest quarter GST returns filed by the participating Bidder Company.

- IV. Signed and scanned copy of PAN Card in the name of firm/company.
- V. Signed and scanned copy of CA certificate for Income Tax return of the firm/company for the last three financial years (i.e. Financial Year- 2017-18 , 2018-19 and 2019-20).
- VI. Legible scanned copies of CA Certificate for Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2017-18 , 2018-19 and 2019-20) duly certified by the Chartered Accountant/Company Secretary must require to be uploaded. The Annual Turnover of the Bidder company for participating in this e-tender must be Exceeding RS. 10 Lakh. For this purpose a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Annual Turnover Figures must upload for necessary references by the Bidder.
- VII. List of Name of the Organizations and their contact details where the same nature Items previously supplied by him as asked in Schedule of Requirement in Annexure-I against this e-tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2017-18, 2018-19 and 2019-20) must require to be upload. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.
- VIII. Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2017-18, 2018-19 and 2019-20 clearly showing the Financial value of PO Amount for pre-qualification bid evaluation purpose.
- IX. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
- X. Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at **Annexure-XII**.
- XI. Signed and Scanned Check list of Techno Commercial required documents as per **Annexure-IV** must upload in the respective Pre qualification and Technical Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.
- XII.** Signed & scanned copy of the Technical bid "**Annexure-V**"
- XIII. Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purpose on those items he want to be participate against in this E-Tender as per the Schedule of Requirement given in "**Annexure-I**" of this e- Tender Enquiry.
- XIV. Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at "**Annexure-VIII**". Declaration / authorization from the manufacturer should be submitted for every quoted item / Consumables. However, if the bidder is quoting more than one Consumables/item of

the same make, single authorization mentioning the name of items / Consumables from the manufacturer is sufficient.

- XV. In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.
- XVI. Signed and attested legible scanned copies of Performance Certificates regarding their Supply, their Consumables Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from 2017-18 , 2018-19 and 2019-20.
- XVII. Signed and Scanned copies of valid ISO and CE(European)/USFDA/DGCI/WHO GMP/BIS/ISI/CDSCO(which so ever is applicable)certifications from competent authority with clearly showing validity date in respect of quoted item.
- XVIII. Signed and Scanned Check list of Technical Bid required documents as per “ **Annexure-V**” must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.

Only those bidders who qualify the Pre-Qualification Stage after evaluation of above said Pre-Qualification documents uploaded in the E-Tendering solutions and submitted desired Hard Copies as per **A) EMD as per NIT Table No. 1, B) Undertaking for acceptance of all Terms & Conditions, C) Undertaking for Criminal Liability & D) Catalogues** above shall be considered for Technical Evaluation and shall intimated separately.

NOTE

*The original copies of first Four documents i.e. EMD, Undertaking for Acceptance of Terms & Conditions ,Criminal Liability undertaking and Catalogues shall be submitted in physical form in the Tender Box kept in the O/o SPSO, Central Stores, AIIMS (Hospital), Saket Nagar, Bhopal-462 020 (MP) India on or before the Closing of the bid submission date displayed in e-tender solutions in a sealed envelope superscripted as “**Technical Bid**”*

Note: All above documents also shall be uploaded on e-tender solutions serially and page numbered legibly. E-bid with absence of any document will invite rejection of bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.

(ii) FINANCIAL BID

(iii) E-TENDER ID :AIIMS/BPL/HOSP/2020-21/129

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(Fill and Upload the Financial Bid in the Excel Sheet Format of Financial Bid in the format given at “Annexure-VI” in “Financial Bid Slot” on E-Tendering Portal)

1. Rates for the main Consumables/items should be quoted in the given format “**Annexure VI**”, and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Consumables for make it operational at the Client site needs to be supplied on free of cost by the Bidder Agency (if such consumable essentially required for the functioning of supplied Consumables).
2. All quoted rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR,GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal).**Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.**
3. The supply of Consumables/Goods/Stores/Articles will be brand new and supply should be made in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost upto F.O.R. to AIIMS Bhopal.
4. The L-1 for each of requested item given in the Schedule of Requirement at “Annexure-I” will be determined on the Unit Cost of Consumables.
5. The rates should be quoted in Indian Rupees in figure as well as in words only.

For any query related with this e-tender should be mailed to **email id of e-tendering Department of AIIMS Bhopal on email ID: etender@aiimsbhopal.edu.in**

**(Director)
AIIMS Bhopal**

GENERAL TERMS AND CONDITIONS

1. Pre Qualified Bidders are required to submit the samples of participating items clearly tagged/marked their company name, participating Tender Item No. in good packing along with the List of Sample Items submitted on their letter head in the concerned Hospital Stores as directed by AIIMS Bhopal on or before OPENING OF THE TECHNICAL BID AS PER SCHEDULE ON E-PROCUREMENT PORTAL. Non submission of samples will form the ground for non acceptance of bid. No separate communication will be sent regarding submission of samples. Failure to arrange for a sample demonstration on the given date may lead to cancellation of the bid. Cost of such sample demonstration shall be borne by the bidder. The L-1 approved Supplier's Agencies approved Items Samples will kept at Pharmacy Store till the validity to Rate Contract + 3 Months period by AIIMS Bhopal, if the Technical Bid Evaluation Committee desired and felt for keeping such samples for future references at AIIMS Bhopal.
2. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at "**Annexure-VIII**". The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the Performance Security Deposit.
3. **ELIGIBILITY CRITERIA:**
Manufacturing Company/ Firm/Authorized Dealer/Distributors to be eligible should fulfill the Eligibility Criteria as mentioned in the **Technical Qualification Bid Criteria given under Two Bid System Terms and Conditions** above.
4. The bidder should submit an undertaking for acceptance of Terms & Conditions "**Annexure-II**" to the effect that they have necessary infrastructure for supply the consumables items as and when required by the indenter.
5. The Director, AIIMS Bhopal has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance of the participating Tenderer for similar nature supply works.
6. It may be noted that this e-tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and other all relevant orders issued by the Government of India from time-to-time.
7. (a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of location(s) at which the local value addition is made.

(b) In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II

local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company 9(in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

8. The tender shall also be rejected if:

- a) A firm submits Conditional tender;
- b) More than one type of rate is quoted for one product.
- c) Requisite documents authentic and legible scanned copies not uploaded.
- d) For participating in this e - tender, the Tenderer is required to upload Pre-Qualification Bid, Technical Bid and other required document properly filled and their legible scanned copies must be uploaded in the e-tendering solution. And the required hard copies as per the instructions given in NIT above must be submitted before the closing date of Bid in the sealed envelope mentioning e-tender ID and contact details of participating firm and dropped in the Tender Box kept in the O/o SPSO, Central Stores, AIIMS (Hospital), Saket Nagar, Bhopal-462 020 (MP) *India*. The bidders are at liberty to be present or may participate online at the time of various tendering events as per the scheduled dates mentioned in the e-tendering solution subject to their eligibility on various stages of Bid Process Management basis.

9. The bidder should quote only one rate for each item as **Price per unit + Tax in% (if any) + Other applicable Expenses=INCLUSIVE OF ALL (PER UNIT)**. Rates quoted should be in word and in figures. No correspondence in this regard will be entertained at a later date and **Total Rate to F.O.R** quoted in the tender will be treated as final for all purposes.
10. If you are indicating '**No Tax**' while quoting rates for any item, enclose a copy of Certificate issued from the concerned COMMERCIAL TAX DEPARTMENT in support of Tax-exemption granted for the item. The certificate should clearly show whether tax exemption is granted for that particular item or for all the items manufactured by the firm.
11. It is hereby also informed that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the AIIMS Bhopal during the rate contract period against any **approved** vendor, it would be reflected during finalization of the next rate contract as "**past performance**" of that firm.
12. **Applicability of Anti-Profitteering Rule under GST Act 2017:-** No item should be quoted with price more than the M.R.P. by any Supplier Agency to AIIMS Bhopal. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profitteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.
13. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the

purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIMS Bhopal, The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the lose to the Government.

14. PERFORMANCE SECURITY DEPOSIT @ 5% of each Order Value on each Occasion for 6 Months period):-

The successful Bidder will liable to deposit 5% amount of order value each occasion in favour of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee in the format given at "Annexure-X"/Fixed Demand Receipt" from nationalized/Commercial Scheduled Bank refundable after expiry of the tenders/or after the completion of 6 months or more period against each Purchase Order in case of supply of Consumable Items. No dues certificate from the Pharmacy Store/ Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned PO by the Supplier Agency, the Performance Security Deposit to be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. **Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.**

15. Supply-order will be placed from time to time during the tenure of the contract, as per actual requirement; in which the exact quantities required on each occasion together with the date of delivery shall be specified in the purchase order.
16. Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted/ honored by the supplier.
17. **No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as maybe ordered by the Purchase Officer during the tenure of the contract.**
18. The Director, AIIMS, Bhopal or his nominee reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence, in this regard, will be entertained.
19. The Director or his nominee reserves the right to invite at his sole discretion, separate Rate quotations/ Enquiry to effect purchase outside this contract in the event of any urgent demand arising in AIIMS Bhopal Hospital, where no stock is held or otherwise.
20. Rate should be quoted strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses etc. should be furnished. The name of the manufacturer and the brand name should also be stated.

21. DELIVERY OF THE SUPPLIES/STORES: -

- 1) Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of freight/taxes/expenditures, which are to be paid inclusively by the suppliers.

- II) The delivery period should not exceed 4 Weeks (i.e. 30Days) for Indian make and 8 Weeks (i.e. 60 Days) for Foreign make for all supplies but in emergency the delivery period may be reduced upto 2 Weeks (i.e. 15days) for Indian make and 4 weeks (i.e. 30 days) for Foreign make as per the discretion of AIIMS Bhopal Authority and firm is bound to supply the items within DOD (Date of delivery) period. Such supply orders shall be stamped “Emergency/ Urgent / Priority” to distinguish them from routine orders. Bidders are hereby directed to quote the rates of only those Consumables for which they can ensure supply of Indian make items within 4 Weeks (30days) and Foreign make imported items within 8 Weeks (60 Days).
- III) The approved rate contract holders should supply all their ordered items within Date of Delivery period as per Supply order Terms and Conditions these terms should be strictly adhered to. **In case they fail to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed as detailed at given at Clause at Sr.no.20 (i).** The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm. **In the eventuality of such instances being repeated 3times, necessary Administrative Action shall be initiated as per AIIMS Bhopal Hospital procedure, which may lead to debarring of the firm for future subsequent tenders (for the period for 3years).**

22 PENALTY ON DELAYED SUPPLY:-

- (i) In the event of the Supplier Agency’s failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer (i.e. AIIMS Bhopal) may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the Supplier Agency, Liquidated Damages (LD) to the sum of 0.50% of the Order Value of the Delayed/Undelivered Stores/Services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of PO.
- (ii) The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @ 0.50% per week will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be 10% of the PO value. No supplies will be entertained after expiry of additional 10 weeks (i.e. 70 Days) in case of Indian make items and in case of Foreign make imported items subject to deduction of LD on the value of delayed items supplied as per above mentioned rate beyond the time given in the Supply/Purchase Order/Any Extension of Supply without levy of LD communicated by AIIMS Bhopal to Supplier Agency and beyond this period the supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the Pending Bill/Performance Security of the such defaulter Agency and action as deemed fit shall be initiated against the firm.
- (iii) Part supplies will not be accepted/allowed at AIIMS Bhopal. However, if the vendors will be ordered to supply the Items on urgent and part supply basis for meeting urgent nature requirement immediately in the interest of AIIMS Bhopal or due to the shortage of any of ordered items in market/due to any other production issue at Manufacturing Unit, which affects the suppliers and on account of the same the supplier Agency may not be able to supply the whole ordered items on the Stipulated supply period, the LD on applicable rates will be imposed on the only remaining balance part of supplies (LD applicable only on such remaining balance Items Order value part) and will be deducted from the Supplier Agency Payment Claim against the supply in lieu of delayed supply beyond the stipulated supply period as mentioned

on the PO issued by the AIIMS Bhopal as per the LD Rates mentioned above in the Clause 20 (i) & (ii) above and shall be deducted from the Pending Bills / Performance Security Deposit of the Agency by AIIMS Bhopal. The Risk and Expense Clause as given at Clause No. 21 will be applicable in case of Supplier failed to supply any of Item/Items to AIIMS Bhopal and the cost for such items procurement will be deducted from his pending bill or Performance Security Deposit for recovering loss to Govt.

23. RISK & EXPENSE CLAUSE –

- 1 Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any Installment thereof, the Buyer shall after granting the Supplier Agency 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- 2 Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SUPPLIER AGENCY during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- 3 In case of a material breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the SUPPLIER AGENCY be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - a. Such default
 - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SUPPLIER AGENCY. Such recoveries shall not exceed 10% of the value of the contract.”

24. Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles, Can jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like “**AIIMS SUPPLY NOT FOR SALE**” stamp with permanent ink on each item/strip upto primary level. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc. All the items which are stamped with “**AIIMS BHOPAL SUPPLY NOT FOR SALE**” mark, including rejected stores, cannot be sold to the public by the bidder.

I. Supply timings to Supply Consumables to Pharmacy Store of AIIMS Bhopal Hospital :

**Supplier Agency expected to give prior intimation to
The Hospital Pharmacy Store Incharge /Store Officer (Hospital)**

Preferred Timing for supplies:

Timing 02.00PM to 05.00PM (on each working day from Monday to Friday)&

Timing 11.00 AM to 12.00 Noon (on Saturday).

For Urgent/Emergency items, the timing shall be decided by mutual understanding basis.

25. **MARKING:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Consumables and Cosmetics Act, 1940 and the rules made there under.
26. **PACKING:**
- 1) All the suppliers of Consumables shall incorporate **barcodes (not mandatory) using GS1 standards at various packaging levels** (Primary, Secondary & Tertiary) as per below: encoding the following information: For any assistance, bidders may use the **Website: www.gs1india.org**.
 - a) At Primary packaging level - Unique Product Identification code (GTIN)-Global trade Identification Number).
 - b) At Secondary packaging level– Unique product Identification code (GTIN), Expiry Date and batch number.
 - c) At Tertiary packaging level– There shall be two barcodes:
 - i). 1st bar code shall encode-GTIN, Expiry Date and batch number.
 - ii). 2nd bar code shall encode-SSCC (serial shipping container code).
- Detail barcode requirement and user manual for implementation of GS1 bar-coding are available at www.mohfw.nic.in
- 2) Tendering firms must quote for the packing specified against each item in the schedule annexed to the rate-enquiry, as any other packing may not be accepted.
 - 3) Where no pack is specified, bidders may quote for standard pack which is available in the market.
 - 4) Loose supplies /damaged packing/ tampered or damaged labeled supplies shall not be accepted under any circumstances.
 - 5) Rates should be quoted for strip packing only except where mentioned.
 - 6) Supplies to be made in the box of Standard packing. However tablets/capsules in loose pack (tin/bottle) shall not be accepted.
 - 7) Liquid orals to be supplied only in glass/ plastic bottles.
 - 8) It should be ensured that only first use packaging material of uniform size including bottles and vials, issued for making supplies on the basis of rate-contract.
 - 9) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
 - 10) Packing should be able to prevent damage or deterioration during transit.
 - 11) All containers i.e .bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents.
 - 12) Bidder/Firms have to supply the Sterility Certificate for sterilized consumable items manufactured in India or abroad from the concerned principal manufacturer.
27. **LIFE PERIOD:**
- (i) Short-life items (which have a life-period of eighteen months or less) ,should not have passed $\frac{1}{4}$ th life at the time of supply.
 - (ii) The firms should confirm that the supplied consumables are properly packed, having the minimum 80% Shelf life on the date of supply. If the consumable Item's life is nearer to its 20% Shelf life, the Supplier Agency will take back it and replace with new one having minimum 80% shelf life without any additional cost to AIIMS Bhopal as and when intimated in writing.
 - (iii) In respect of items not covered by clause (I) & (ii) above, items should not be older than one year from the date of manufacturing at the time of supply.
28. The stores offered should comply with the provisions of the Consumables as per Drugs and Cosmetics Act, 1940 and the Rules made there under as amended upto date and Drug Price Control order. While making quotations against re-packing and chemical items, it must be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the firm should ensure that the item

supplied has ISI markas well as code number, as is the statutory requirement of the Bureau of Indian Standards/Quality Council of India (QCI)/ National Accreditation Board for Certification Bodies (NABCB) . The attested copy of the applicable certification/license copy should be closed along with quotation. All those Consumables which are required to be stored or under controlled temperature /cold chain, have to be supplied under controlled temperature/cold chain with prior intimation by the supplier agency.

- (a) If any store/ stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
 - (b) If the firm fails to make fresh supplies in lieu of substandard quality of drug, it is liable to be debarred for three years in respect of all the items in the rate- contract of this Institute and EMD/Performance security shall be forfeited.
 - (c) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier from their pending Bills for payments.
 - (d) In case, the supplies are found to be of inferior quality, the firm shall be liable for Debarment for subsequent tender of Consumables and EMD/ Performance security shall be forfeited and it would be reflected during finalization of the next rate contract as past performance of the firm.
29. The Tenderer should also give a guarantee as follows, in case of biological and other product having a particular life-period to provide safe- guard against loss on account of deterioration within their stated period of potency.
“The seller hereby declares that the goods/store/articles sold to the buyer under this contract shall be of the best quality and shall be strictly in accordance with the specification and particulars mentioned in the description clauses here of and the seller hereby guarantees that the said goods/stores/articles would continue to conform to their description and quality for a period of one year from the date of delivery of the said goods /stores /articles or such portion thereof as may be discovered not to conform to the description and quality. Such rejection of the goods/articles/stores will be at the seller’s risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if is rejected by the purchaser otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of conditions herein contained. Nothing here in contained shall prejudice any other right of the purchase in that behalf under his contract or otherwise.
30. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply- order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 07 days of the date of arrival of stores at destination, notify the supplier/bidder, of any loss or damage to the stores that may have occurred in the transit.
31. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.
32. No document regarding import license for raw material etc. Can be given by AIIMS Bhopal.
33. In case of controlled Consumables by the Government, the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled Consumables must be clearly mentioned as such in the bidder’s Technical Bid Item List.
34. Withdrawals of tenders along with the earnest money will be allowed before the date of opening of tenders.

35. After opening of tenders:

- e) No change/alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.
- f) Withdrawal of the complete tender can be allowed but in such cases, the earnest money deposit shall be forfeited in full.
- g) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any Circumstances.

36. Any dues or payments that have arisen to the Institution from the supplier for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the supplier within such time limit as may be prescribed in the various letters /orders addressed to the contractors. On failure to do so the supplier shall be liable to be debarred for not paying dues or payment etc. to the hospital for a period as decided by the Director or his nominee.

37. **RATE-REVISION:** Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract along with adequate documentary proof thereof.

38. **INSPECTION OF MANUFACTURING COMPANY/ FIRM/ DISTRIBUTOR/ DEALER'S PREMISES:** The Director AIIMS Bhopal or his nominee reserves the right for inspection of the pharmaceutical firms participating in the tenders, by officers appointed by the Director AIIMS Bhopal. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to ensure that good manufacturing practices/proper storage practices are being followed by the manufacturer/distributor. The decision of the Director shall be final in this regard.

39. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee and or authorized representatives in AIIMS Bhopal Hospital premises at designated place The Consignee Receipt Certificate and Final Acceptance Certificate will issue to the supplier Agency by the constituted committee and this needs to be submitted with the payment claim of the supplier agency on each occasion when the Order placed.

40. Firm debarred by any Govt./Govt. undertaking for participating in Rate-Contract will not be considered for award of Rate-Contract during the period of debarment.

41. DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

42. LAW GOVERNING THE CONTRACT: -

The laws of the Government of India shall govern this contract. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

43. The courts at Bhopal District will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhopal District court shall have jurisdiction in the matter.

44. 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, look out sand 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 or 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.
45. The manufacturer shall furnish a non-blacklisting/non-debarring certificate that the firm has not been blacklisted in the past by any government/Private institution. **The manufacturer has to give an affidavit on non-judicial stamp paper of Rs.100/-duly attested by notary that there is no vigilance /CBI/ FEMA case pending against the manufacturer and the firm has not been blacklisted/ debarred in the past by any Govt .or Private Organization.**
46. Conditions of advance payments or payment against delivery shall not be accepted.
47. The tenderer shall furnish following certificates invariably along with techno-commercial bid, as applicable, otherwise quotation shall be summarily rejected:-
- A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non-judicial stamp paper of worth Rs.100/-duly attested.
 - An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
 - An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo & signatures of all Directors.

48. PAYMENTS: -

Final Payments will be made only after the completion of the supplies as per terms and conditions and specification against the respective e-Tender/Purchase/Supply Order in the designated place of Hospital or Hospital Stores duly approved on satisfactory inspection, acceptance & demonstration in case of Serological Test Kit/Card/Goods in the concerned user department in good condition against the pre-receipted bills in triplicate along with authentic delivery challans, Test Reports/Warranty Certificates(if any applicable), NEFT/RTGS Details etc. The applicable GST and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Tax rules and LD (if any) to Supplier Agency after satisfactory acceptance of supplied Goods/Serological Test Kit/Card/Goods/Consumables preferably through NEFT/RTGS. The Public Finance Management System (PFMS) implemented at AIIMS Bhopal. Each of successful supplier Agency is needed to be submit the PFMS required details with requested supportive Documents duly signed and attested copies in the format given at **Annexure-XII**. The invoice of Custom Duty paid to the Custom Deptt. shall be enclosed with Payment Claim of the Party for cross verification purpose to AIIMS Bhopal.

Payment shall be made in Indian Rupees as specified in the Contract in the following manner:

a) On Receipt of Delivery at Consignee Site:

70% (Seventy Percent) payment of the Ordered Consumable Items Value shall be paid preferably within one month period on receipt of Ordered Consumable Items at AIIMS Bhopal (i.e. Consignee) in Good condition and upon the submission of the following documents:-

- (i) Triplicate duly signed and stamped Original copies of supplier's invoice showing TIN No. of the Firm, Contract Agreement Number of AIIMS Bhopal, PO Number of AIIMS Bhopal, Ordered Consumable Items description, Quantity Supplied, Approved Unit price, Tax and Total claimed Amount.
 - (ii) Copy of Delivery Challan of supplied Items,
 - (iii) Two copies of packing list identifying contents of each package supplied by the Supplier Agency.
 - (iv) Performance Bank Guarantee of 5% (Five) % order value from any scheduled Nationalized/Commercial bank valid upto 6 (Six) months in favour of "Director, AIIMS Bhopal" payable at AIIMS Bhopal.
 - (v) Consignee Receipt Certificate (CRC) issued by the respective Store Department after Preliminary Inspection of Supplied Items.
- b) On Final Acceptance:** 30% (Thirty Percent) payment of the Ordered Consumable Value shall be paid in considerable time after successfully acceptance of Supplies in concerned user Department upon the submission of the following documents:-
- (i) Final Acceptance Certificate in original issued by the authorized Inspection and Final Acceptance Committee of AIIMS Bhopal to the Supplier Agency after successful Acceptance of Supply.
 - (ii) Manufacturers/Supplier's Warranty certificate/Test Certificate as per PO/Tender Terms

49. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of samples, Rates, Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-I) for different categories of items as per requirement of AIIMS Bhopal basis and conduct the necessary Inspection during receipt of supply. Decision of the Director will be final and binding to all parties.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

Exclusive right: The Director, AIIMS Bhopal, India.

The Director, AIIMS Bhopal, 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.

(Director)
AIIMS Bhopal

Please see annexure enclosed: - Annexure-I to XIII.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-I

Schedule of Requirement

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy, at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

The quantities of item/items as per the decision of Director, AIIMS Bhopal will be increase/decrease either side as per the actual requirement of AIIMS Bhopal during the concurrency of this Rate Contract. The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per AIIMS Bhopal requirement before participation:-

1. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed to be consumed in the AIIMS Bhopal Hospital in one year period.
2. The Estimated Quantities may vary, on either side increase or decrease and the decision of the Director AIIMS, which shall be final and binding to all parties.
3. Each Tenderer will deposit/provide samples of each participating item to be tested for desired quality standards as per norms to the Pharmacy Stores Department of AIIMS Bhopal Hospital along with Sample submission Letter (if asked during Technical Evaluation of their Bid by AIIMS Bhopal). In case of non availability of samples, during the Technical Bid Evaluation as per AIIMS Bhopal Email/Telephonic communication regarding the date of Technical Bid Evaluation to the Pre-Qualified Tenderers only, those Pre-Qualified Tenderers, Bids would be automatically rejected on the ground of non-submission of the Samples.
4. Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the concurrency of Rate Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, Nominated by Director, the supply will be accepted at AIIMS Bhopal.
5. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Tenderer by AIIMS Bhopal, on two occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting or principal manufacturer for 5 years and the desired items shall be procured from the open market as per the satisfaction of AIIMS Bhopal Expert Technical Committee, Nominated by Director to meet the urgent requirement of the Institute on the cost of the L-1 Rate offered Vendor and the same will be recovered from his Outstanding Bills/Performance Security Deposit by AIIMS Bhopal.
6. Under rare circumstances some of these items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocols and the decision of Director in this regard shall be final and binding to all the parties.

7. For Radiotherapy Consumables this is very important that the prospective Tenderer should give the written undertaking that the items supplied at AIIMS Bhopal on each occasion will having at least 80% life span during the time of supply and they will replace those items which are near to expiry having at least 20% life span (in case of slow moving consumables items) and will supply the fresh lot against the low life span items in the same replaced quantity having with at least 80% life span during the supply of the items at AIIMS Bhopal on free of cost. AIIMS Bhopal will not pay any amount to any Tenderer against replacement of item/items, and for those Tenderer does not carry out the replacement intimated by AIIMS Bhopal in writing well in advance, their such expired lot shall be treated as the loss to AIIMS Bhopal and the Amount for such expired items shall be recovered from the pending Bills/Performance Security Deposit of the Tenderer to indemnify the Institute.

Required Consumable Items for Department of Radiotherapy as per following Technical Specification and annual estimated Quantities (Please note Quantities may increase/decrease in either side as per AIIMS Bhopal requirement):-

TENDER ITEM No.	NAME OF REQUIRED CONSUMABLE with TECHNICAL SPECIFICATION ITEM		Tentative Annual Qty (inNos.)
1	Thermoplastic Mask (Push Pin Antimicrobial Mask)	3- points head Mask with nose hole and neck flap	100
2		4- points head Mask with nose hole and neck flap	150
3		5- points head Mask with nose hole and neck flap	50

Note: All Tenderers should quote item/items with following approved standards and shelf life:-

- Tenderer must enclosed copy of CE(European)/USFDA/DGCI/WHO GMP/BIS/ISI/CDSCO, which so ever applicable for requested consumable items.
- Manufacturers/suppliers should have ISO certification for quality standards (i.e. 9001:2015).
- Substandard and rejected items must be replaced within 15 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.
- The minimum shelf life of the supplied items must be Six month from the date of supply, if in case, the supplied items have not consumed by AIIMS Bhopal within shelf life period, and intimated by AIIMS Bhopal to the Tenderer in writing, the approved supplier agency is liable and will arrange the replacement of such items without charging any extra cost to AIIMS Bhopal.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-II

UNDERTAKING FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER ID :AIIMS/BPL/HOSP/2020-21/129

**E-Tender for Rate Contract for Supply of Consumable items for Department of
Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020
(MP)**

To

The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462 020 (MP), India

Sir,

- I/We, the undersigned, hereby submit my /our tender for the Registration of firm /company for the supply of Consumables on one year rate contract basis.
- I/We are now enclosing here with the FDR/EMD Bank Guarantee/D.D.No. Dated _____ Issued by Bank _____ for Rs./- (..... only) drawn in favour of the "DIRECTOR, AIIMS Bhopal "towards EMD /BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. AIIMS Bhopal will not pay any interest for the same to me and kept in the Pre - Qualification Envelope .
- I/We undertake that once the tender is decided, the Performance Security @ 5% of the Order Value on each Occasion for Ordered Items will be furnished by the undersigned/ Approved Firm within the 15 Days time to AIIMS Bhopal by the way of FDR/Performance Bank Guarantee for the Period of 6 (Six) months in favour of "Director, AIIMS Bhopal, payable at Bhopal and AIIMS Bhopal will not pay any interest against our Performance Security Deposit.
- I/We have noted that over written entries shall be deleted unless duly cut, re-written, initialed, duly signed and sealed (No thumb impression should be affixed).
- I/ we certify that I / we have gone through and agree to the terms & conditions mentioned herein and undertake to comply with them for the contract period (valid for one year from the date of signing of the agreement deed plus extendable upto six months).
- I/we, the undersigned, hereby bind myself /ourselves to supply the Consumables to Director ,AIIMS, and Bhopal during the validity of this tender & rate-contract.
- The decision of the Director, AIIMS Bhopal or his nominee as regards the quality and kind of the articles supplied by our firm shall be final and binding on me .In case, our supplies are found to be of inferior

quality, AIIMS Bhopal reserves the right to get replacement on free of cost or destroy the same if we will fail to replacement and our firms is repeating same mistake in three times will be removed from the list of the vendors at AIIMS Bhopal and debar our firm for future AIIMS Bhopal Hospital Tenders participation for three years period.

9. AIIMS Bhopal is not bound to take all or any of the articles enumerated in the Annexure-I in full or in part of the estimated quantity, as the same is “**indicative** ”in nature and I/We will supply the Ordered Quantity to AIIMS Bhopal.
10. I/we agree that in case of failure to supply the material within the stipulated date of delivery in Purchase order. AIIMS Bhopal reserves the right to arrange the same from the market/other source at my/our risk and cost. This will be recovered from the pending bill of us and even from performance security deposit already submitted by us.
11. I/ we shall submit the samples of the items quoted as and when required and in case I/ we fail to do so, the earnest money deposited by me/ us can be forfeited by the Institute, and my/our quotations may not be considered for this tender.
12. I/We do hereby confirm that I/we aware about the provisions of “Make in India” initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIMS Bhopal in respect of this e-tender.
13. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the AIIMS Bhopal have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.
14. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director.
15. I/ we shall execute an agreement on Non-judicial Stamp paper of Rs.100/-(Rupees O n e H u ndred only) in case my/our tender is accepted and an agreement will be executed bymewithin15days of the intimation of acceptance of Rates for the tender failing which, my/ our EMD Security Deposit will be forfeited and firm’s name will be removed from the list of vendors at the AIIMS, Bhopal.
16. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
17. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.
18. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.

19. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost within 15 Days time to prevent inconvenience.
20. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
21. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Performance Security deposit.
22. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
23. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for one year from the date of approval of the rate contract in the format given in Annexure-XI or till extended as mutually agreed upon. I undertake to supply the stores within 30 days for Indian make and within 60 days for imported make items. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
24. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
25. I/We undertake that the items supplied are as per sample/catalogue/technical literature description.
26. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
27. Affidavit regarding No CBI inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/Bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
28. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
29. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the smooth supplies and have provided written confirmation for the same.

Affirmation

I/We pledge and solemnly affirm that the information submitted in E-Tender Bid documents is true to the best of my/our knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me/us and if anything adverse comes to the notice of purchaser during the validity of Rate Contract period on approved items awarded to us for supply to AIIMS Bhopal against this E-Tender Enquiry. The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action deemed fit against our firm.

I/We hereby declare that, our quoted prices against this E-Tender Enquiry are not higher than prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to AIIMS Bhopal as per the provisions of GST Act 2017. If any time AIIMS Bhopal will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to AIIMS Bhopal from our side without any question.

We also undertake that the Department of Commerce or Ministry/any other Department has not debarred/blacklisted our firm as per best of our knowledge. If any such debarment/blacklisting come to the notice of AIIMS Bhopal Authorities during execution of Supplies against this E-Tender Enquiry, AIIMS Bhopal have right to reject our proposal and take appropriate action as deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website :www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE – III

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER ID :AIIMS/BPL/HOSP/2020-21/129
E-Tender for Rate Contract for Supply of Consumable items for
Department of RADIOTHERAPY at AIIMS Bhopal Hospital, Saket Nagar,
Bhopal-462 020 (MP)

I.....S/oResident of
.....

..... Do solemnly pledge and affirm: -
.....

1. That I am the proprietor /partner/ authorized signatory of
M/s.
.....

30. That my firm has not been declared defaulter by any Govt. Agency and that NO case of
any nature i.e. CBI/FEMA/Criminal/Income Tax/GST Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE-IV

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

**E-Tender for Rate Contract for Supply of Consumable items for Department of
RADIOTHERAPY at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462
020 (MP)**

TECHNO-COMMERCIAL BID DOCUMENTS CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

**(Upload duly Signed, Stamped and scanned copy of following Techno commercial Bid Documents including
Techno- Commercial List in Techno commercial Bid Document Slot of E-Tendering Solution)**

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Hard copies of documents to be submitted on or before closing the bid: (Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:-			
A	EMD Amount for participating items (as per NIT Table No. 1) in the form of FDR/BG in the format given at "Annexure-IX" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for 270 Days (i.e. Nine months) period.			
B	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure-II , duly attested by notary public.			
C	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure-III , duly attested by notary public.			
D	Hard/Scanned copies of documents to be submitted on or before closing date as per e-tendering solution in the Sealed Envelope super scribing "Technical Bid" with e- Tender ID or its Scanned copy must upload in "Technical Bid Slot"as below: (I) Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of e-tendering Portal. Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-I) on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of e-tendering portal. Non submission may lead to non-consideration of the bid for that item.			
(2)	Technical Bid Documents needs to be uploaded on e-tender solution's "Pre-Qualification Bid Document" Slot by the Bidder:			

I.	The scanned copies of the above said documents (A, B, C & D) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. https:// www. tenderwizard.com/AIIMSBHOPAL)			
II.	Signed and scanned copy of valid Company Registration/Incorporation.			
III.	Signed and scanned photocopy of proof of latest Quarter GST returns filed by the participating company.			
IV.	Signed and scanned copy of PAN Card of the firm/company.			
V.	Signed and scanned copy of CA Certificate of Income Tax return of the firm/company for the last three financial years (i.e. for Assessment Financial Year-2017-18 , 2018-19 and 2019-20).			
VI.	Legible scanned copies of CA certificate of Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY-2017-18 , 2018-19 and 2019-20) duly certified by the Chartered Accountant/Company Secretary must require to be uploaded. The Annual Turnover of the Bidder company for participating in this e-tender must be Rs..... > 10 Lakh. For this purpose a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Annual Turnover Figures must upload for necessary references by the Bidder.			
VII.	List of Name of the Organizations and their contact details where the same nature Items previously supplied by him as asked in Schedule of Requirement in Annexure-I against this e-tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2017-18 , 2018-19 and 2019-20) must require to be upload. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.			
VIII.	Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2017-18 , 2018-19 and 2019-20 clearly showing the Financial value of PO Amount for pre-qualification bid evaluation purpose.			
IX.	Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.			
X.	Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at Annexure-XII .			
XI.	Signed and Scanned Check list of Techno Commercial required documents as per Annexure-IV must upload in the respective Technical Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.			
XII	Signed & Legible scanned copy of the Technical bid " Annexure-V "			

XIII	Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purpose on those items he want to be participate against in this E-Tender as per the Schedule of Requirement given in “ Annexure-I ” of this e-Tender Enquiry.			
XIV	Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “ Annexure-VIII ”. Declaration / authorization from the manufacturer should be submitted for every quoted item / Consumables. However, if the bidder is quoting more than one Consumables/item of the same make, single authorization mentioning the name of items / Consumables from the manufacturer is sufficient.			
XV	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			
XVI	Singed and attested legible scanned copies of Performance Certificates regarding their Supply, their Consumables Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU’s/Other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from 2017-18 , 2018-19 and 2019-20.			
XVII	Signed and Scanned copies of valid ISO and CE(EUROPEAN)/USFDA/DGCI/BIS/ISI/WHO GMP (which is applicable) certifications from competent authority with clearly showing validity date in respect of quoted item.			
	If the any of the above all desired document’s from (1) A, B C & D & (2) I, II, III, IV, V, VI, VII, VIII, IX, X,XI,XII,XIII.XIV ,XV,XVI and XVII legible scanned copies has not been uploaded by the any participating Bidder, his bid will be liable for rejection.			

Name & Signature

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only Bid is Accepted/rejected

Signature -----

with name & date

Signature -----

with name & date

Signature -----

with name & date



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Annexure-V

TECHNICAL BID

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy, at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

(Upload duly Signed, Stamped and scanned copy in Technical Bid Slot on E-Tendering Portal)

Tender Item No.	Name and Technical Specification requested Item	Pack Size	Unit	Pack Size offered	Name of Brand/Company Quoted	Indian/Imported/Country of Origin	Catalogues Yes/No	Sample (Yes/No)
1	Thermoplastic Mask (Push Pin Antimicrobial Mask)	3- points head Mask with nose hole and neck flap						
2		4- points head Mask with nose hole and neck flap						
3		5- points head Mask with nose hole and neck flap						

Please Note :- The Annual Quantity given in above Technical Bid will Increase/Decrease as per AIIMS Bhopal actual requirement, and any Successful Supplier Agency will liable for supply of ordered Quantity during the entire Rate Contract Validity or any extended period to AIIMS Bhopal.

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :

Email ID :



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ANNEXURE-VI

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

FINANCIAL BID

(Upload duly Signed, Stamped and scanned copy of Financial Bid in the Financial Bid Slot on the Portal)

Tender Group Item No.	Name and Technical Specification Consumable Item as per Schedule of Requirement – Annexure-I	Pack Size	Unit	HSN Code	Name of Brand/ Company Quoted	Pack Size (Please mention clearly)	Basic Unit Price (in Rs.)	Applicable GST/TAX (i.e. CGST/ IGST/ SGST) (in %)	Applicable GST/TAX (i.e. CGST/ IGST/ SGST) (inRs.)	Total Unit Price inclusive of All Taxes & Expenditure upto F.O.R. (inRs.)	Total Unit Price inclusive of All Taxes & Expenditure upto F.O.R. (inRs.) (in Figure)	Total Unit Price inclusive of All Taxes & Expenditure upto F.O.R. (inRs.) (in Word)
1	Thermoplastic Mask (Push Pin Antimicrobial Mask)	3- points head Mask with nose hole and neck flap										
2		4- points head Mask with nose hole and neck flap										
3		5- points head Mask with nose hole and neck flap										

1. All quoted unit rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi upto FOR, GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.
2. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS Bhopal basis.
3. L1 will be decided on each Item wise Unit Rate inclusive of all basis.
4. Please read and understand all terms and conditions of this e-tender before applying carefully.

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the Firm

Date.....

Place.....



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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ANNEXURE-VII

E-TENDER ID : AIIMS/BPL/HOSP/2020-21/129
E-Tender for Rate Contract for Supply of Consumable items for
Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar,
Bhopal-462 020 (MP)

TERMS & CONDITIONS OF SUPPLY ORDER'S

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ samples.
2. The supply should be made between 9.30 am to 4.00 pm on any of the working day and 9.30 am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Director, AIIMS Bhopal in respective stores.
5. The bill should be in printed form having printed bill number, GST/TIN Number as well as D.L. No. (Where applicable) and AIIMS Bhopal GST No. is also needed to be clearly Printed on your Invoice presented for Payment for compliance of GST Act 2017.
6. For Indian make Consumables items supply time will be 4 Weeks (i.e. 30 days) and for imported Consumables 8 Weeks (i.e. 60 days).
7. The Director, All India Institute of Medical Sciences, Bhopal (India) reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per week for delayed supply subject to deduction of maximum of 10% LD/Penalty of the value of delayed items as per order as per Clause No. 20(i) given in General Terms and Condition Section.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately within 15 Days time on receiving written intimation from AIIMS Bhopal.
9. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

Yours faithfully,

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the FirmDate..... Place.....



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE–VIII

**E-Tender for Rate Contract for Supply of Consumable items for
Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar,
Bhopal-462 020 (MP)**

MANUFACTURER’S AUTHORISATION FORM

To,
The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Dear Sirs,

Ref. Your E-Tender document No _____, dated _____
We, _____ who are
proven and reputable manufacturers of _____ (name and
description of Consumables/Goods/Stores offered in the tender) having factories at
_____, hereby
authorise M/s _____ (name and address of the agent) to
submit a tender, process the same further and enter into a contract with you against your
requirement as contained in the above referred E-Tender Enquiry documents for the above Stores
manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the
above agent) is authorized to submit a tender, process the same further and enter into a contract
with you against your requirement as contained in the above referred E-Tender Enquiry
documents for the above Stores manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of contract
placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would
have quoted directly.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter’s scanned copy may be uploaded and handed over as and when directed.

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____
(hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Tender") against the Purchaser's E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_ . The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of tender validity for 180 Days + 90 days (i.e. for Nine Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____

ANNEXURE-X

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To,

**The "Director",
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA**

WHEREAS _____(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ to supply (Stores) (herein after called "the 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 recognised 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 cavil 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 supplier 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 up to 6 (Six) months or more from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the issuing Branch,
including Telephone No. & Email ID

ANNEXURE-XI

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on Non Judicial Stamp Paper worth of Rs.100/-)

E-TENDER ID :AIIMS/BPL/HOSP/2020-21/129

E-Tender for Rate Contract for Supply of Consumable items for Department of Radiotherapy at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

This agreement is made at **Bhopal** on the _____ day of **Two Thousand Twenty** between **Director, All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)**(hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

AND

M/s _____ (hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for Supply of approved _____ in response to Purchaser's e-Tender ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

1. Brief particulars of the Consumable/Stores/Goods/Items, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:
 - (i) Brief particulars of the Consumable/Store/Goods/Items and services which shall be supplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description Consumable Items	Unit	Make / Brand	Approved Unit Price inclusive of all (Rs.)	Terms of delivery (FOR)
1.	Thermoplastic Mask (Push Pin Antimicrobial Mask)	3- points head Mask with nose hole and neck flap			
2.		4- points head Mask with nose hole and neck flap			
3.		5- points head Mask with nose hole and neck flap			

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words)

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Consumable/Goods/Stores/Items shall remain valid for period for one year subject to extendable for the further period of one year on mutual agreement on same terms and conditions basis. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
3. **Applicability of Anti-Profiteering Rule under GST Act 2017:-** The Second Party will not supply any item, which having prices more than the prevailing M.R.P.prices to AIIMS Bhopal (i. e. First Party). The Second Party liable for MRP has to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The offered prices of Second Party should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Second Party (i.e. Supplier Agency) should have mandatorily to pass on the benefit due to reduction in rate of tax to the First Party (i. e. AIIMS Bhopal) by way of commensurate reduction in their prices. If the Second Party (i.e. Supplier Agency) found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm by First Party (i.e. AIIMS Bhopal).
4. The Second Party is liable and ensure that the supplied Kit/Card/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk upto F.O.R. to user Department (i.e. where the Consumable needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
5. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e-Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to First Party.
6. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
7. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Consumable/Stores/Goods/Items at AIIMS Bhopal.
8. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period
9. **Applicability of Anti-Profiteering Rule under GST Act 2017:-** No item should be quoted with price more than the M.R.P. by any Supplier Agency to AIIMS Bhopal. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given

Price Quotation format. The Anti-Profitteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

10. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.
11. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-**The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @ 0.50% per week will levied on Delayed/Unsupplied Items order value of the delayed Items Part and will be deducted from the payment Bill of the Supplier Agency. The maximum penalty will be 10% against any of Purchase/Supply Order for Delayed/Unsupplied Items Order Value Part. No supplies will be entertained after expiry of additional 20 Weeks (i.e.140 days) in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the Pending Bill/Performance Security of the such defaulter Agency and action as deemed fit shall be initiated against the firm.
12. **Inspection of Supplies:-**Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per applicable Terms & Condition of this e-Tender.
13. **Payments:-** First Party will made Payments to Second Party only after the completion of the supplies as per terms and conditions and specification against the respective e-Tender/Purchase/Supply Order in the designated place of Hospital or Hospital Stores duly approved on satisfactory inspection, acceptance & demonstration in case of Serological Test Kit/Card/Goods in the concerned user department in good condition against the pre-receipted bills in triplicate along with authentic delivery challans, Test Reports/Warranty Certificates(if any applicable), NEFT/RTGS Details etc. The GST and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Tax rules and LD (if any) to Supplier Agency after satisfactory acceptance of supplied Goods/Serological Test Kit/Card/Goods/Consumables preferably through NEFT/RTGS. The Public Finance Management System (PFMS) implemented at AIIMS Bhopal. Each of successful supplier Agency is needed to be submit the PFMS required details with requested supportive

Documents duly signed and attested copies in the format given at **Annexure-XII**. The invoice of Custom Duty paid to the Custom Deptt. shall be enclosed with Payment Claim of the Party for cross verification purpose to AIIMS Bhopal.

Payment shall be made in Indian Rupees as specified in the Contract in the following manner:

a) On Receipt of Delivery at Consignee Site:

70% (Seventy Percent) payment of the Ordered Consumable Items Value shall be paid preferably within one month period on receipt of Ordered Consumable Items at AIIMS Bhopal (i.e. Consignee) in Good condition and upon the submission of the following documents:-

- (i) Triplicate duly signed and stamped Original copies of supplier's invoice showing TIN No. of the Firm, Contract Agreement Number of AIIMS Bhopal, PO Number of AIIMS Bhopal, Ordered Consumables Items description, Quantity Supplied, Approved Unit price, Tax and Total claimed Amount.
- (ii) Copy of Delivery Challan of supplied Items,
- (iii) Two copies of packing list identifying contents of each package supplied by the Supplier Agency.
- (iv) Performance Bank Guarantee of 5% (Five) % order value from any scheduled Nationalized/Commercial bank valid upto 6 (Six) months in favour of "Director, AIIMS Bhopal" payable at AIIMS Bhopal.
- (v) Consignee Receipt Certificate (CRC) issued by the respective Store Department after Preliminary Inspection of Supplied Items.

b) On Final Acceptance:

30% (Thirty Percent) payment of the Ordered Consumable Value shall be paid in considerable time after successfully acceptance of Supplies/Consumable items in concerned user Department upon the submission of the following documents:-

- (i) Final Acceptance Certificate in original issued by the authorized Inspection and Final Acceptance Committee of AIIMS Bhopal to the Supplier Agency after successful Acceptance of Supply.
- (ii) Manufacturers/Supplier's Warranty certificate/Test Certificate as per PO/Tender Terms(if any)

14. **Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

15. **Law Governing the Contract and Jurisdiction:-**The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. **Performance Security Deposit:-**The successful Bidder will asked to deposit 5% of Supply Order Value on each occasion in favor of "Director, AIIMS Bhopal" in the form of FDR/BG from nationalized/Commercial Bank. If the Bidder interested for deposit of Performance Security in the form of Bank Guarantee, the format for the same is given at Annexure-X. It will be refundable after receipt of acceptance of quality certificate and/or Consumption Certificate of the supplies from User Department Head to the Vendor without paying any interest on deposited amount by AIIMS Bhopal. The Performance Security Deposit Instrument shall be valid for minimum period of 6 (Six) months or more. The performance Security shall be forfeit in case of contraventions of any of the terms

and conditions of the tender contract.

17. Exclusive right to First Party (The Director, AIIMS Bhopal, India).

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will take effect from _____ Day of _____ Two Thousand **Twenty** and shall be valid for One **Year and one year extendable on mutual basis.**

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:

<p>For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name</p> <p>on behalf of the 'Agency' in presence of</p> <p>Witness 1: _____</p>	<p>For and on behalf of the "Director, AIIMS Bhopal"</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p> <p>_____ Name</p> <p>on behalf of the "Director, AIIMS Bhopal" in presence of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>
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Annexure-XII

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)**

PFMS UNIQUE CODE:

(The code will issued by AIIMS Bhopal's Finance Deptt, if Supply Order to be issued to your Firm)

VENDOR PFMS REGISTRATION FORM

S. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (a copy of PAN Card in the name of Firm must enclose)	
5	Aadhaar Number	
6	TAN Number	
7	GST/VAT/TIN Number	
8	Service Tax No.	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number (a cancelled Cheque copy must enclose)	

Note: All above requested document's copies duly attested with this form must be enclosed by the Vendor

DATE :

PLACE:

VENDOR SIGNATURE WITH SEAL

Department Name:

Forwarded by HOD/In-charge

Annexure-XIII

GST Registration Details of AIIMS Bhopal



**Government of India And
Government of Madhya Pradesh
Form GST REG-25**

Certificate of Provisional Registration

1.	GSTIN	23AACAA6087 A1Z9
2.	PAN	AACAA6087 A
3.	Legal Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
4.	Trade Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	Service Tax Registration Number	AACAA6087 ASD
Date	26/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

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