



Basic Details

Organisation Chain	All india Institute of Medical Sciences Bilaspur Administration unit - AIIMS Bilaspur		
Tender Reference Number	AIIMS/BLS/G/26-27/E-Tender/04		
Tender ID	2026_AMSBL_907824_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	FDR
	2	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender Document
2	Finance	.xls	Financial Sheet
		.pdf	Financial Breakup PDF

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	70,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	MISCELLANEOUS FUND, AIIMS BILASPUR	EMD Payable At	AIIMS BILASPUR HP

[Click to view modification history](#)

Work /Item(s)

Title	Items for Automation of Central Library with RFID Installation				
Work Description	Items for Automation of Central Library with RFID Installation				
Pre Qualification Details	As per tender documents				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	22,35,000	Product Category	Miscellaneous Goods	Sub category	Items for Automation of Central Library with RFID
Contract Type	Tender	Bid Validity(Days)	270	Period Of Work(Days)	45
Location	AIIMS BILASPUR HP	Pincode	174001	Pre Bid Meeting Place	AIIMS BILASPUR HP
Pre Bid Meeting Address	Procurement Section, 2nd Floor, Admin Block, AIIMS BILASPUR HP	Pre Bid Meeting Date	16-May-2026 11:00 AM	Bid Opening Place	AIIMS BILASPUR HP
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	12-May-2026 03:00 PM	Bid Opening Date	09-Jun-2026 03:00 PM
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Document Download / Sale Start Date	12-May-2026 03:00 PM	Document Download / Sale End Date	08-Jun-2026 03:00 PM
Clarification Start Date	12-May-2026 03:00 PM	Clarification End Date	15-May-2026 03:00 PM
Bid Submission Start Date	18-May-2026 09:00 AM	Bid Submission End Date	08-Jun-2026 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT DOCUMENT	149.83

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_954642.xls	BOQ	402.50
	2	Tender Documents	TD.pdf	Tender Document	697.63

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	a.naveen.gmc@gmail.com	AVULA NAVEEN	Avula Naveen
2.	dr.anurag.biochem@aiimsbilaspur.edu.in	ANURAG SANKHYAN	Anurag Sankhyan
3.	ee.civil@aiimsbilaspur.edu.in	Ashish Patyal	Ashish Patyal

GeMARPTS Details

GeMARPTS ID	7WDZM5NVQ5SL
Description	AIIMS/BLS/(G)/26-27/E-Tender/04
Report Initiated On	12-May-2026
Valid Until	11-Jun-2026

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	FACULTY INCHARGE PROCUREMENT
Address	Procurement Section, 2nd Floor, Admin Block, AIIMS BILASPUR HP

Tender Creator Details

Created By	AVULA NAVEEN
Designation	Assistant Professor Pharmacology
Created Date	12-May-2026 11:08 AM

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
BILASPUR, HIMACHAL PRADESH-174001, INDIA**

PROCUREMENT SECTION

TENDER ENQUIRY DOCUMENT

**(Two Bid System for Supply OF Items for Automation of Central Library with
RFID Installation)**



(This document consisting of 62 Pages)

Advertised Tender Enquiry No.:	AIIMS/BLS/(G)/26-27/E-Tender/04
Items	Items for Automation of Central Library with RFID Installation

Email: storeofficer@aiimsbilaspur.edu.in

URL: - <https://www.aiimsbilaspur.edu.in/>

SECTION-I



ALL INDIA INSTITUTE OF MEDICAL SCIENCES **BILASPUR, HIMACHAL PRADESH-174001**

NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No: AIIMS/BLS/(G)/26-27/E-Tender/04

On behalf of Executive Director, AIIMS, Bilaspur, Himachal Pradesh -174001, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following Goods.

Schedule Name	Details	Specifications
Items	Items for Automation of Central Library with RFID Installation	Page 28-33
	EMD Amount	70,000

CRITICAL DATE SHEET

Published Date & Time	As mentioned on CPPP Portal
Bid Document Download/Sale Start Date	As mentioned on CPPP Portal
Seek Clarification Start Date	As mentioned on CPPP Portal
Seek Clarification End Date	As mentioned on CPPP Portal
Pre-Bid Meeting Date	As mentioned on CPPP Portal
Pre-Bid Meeting Venue	AIIMS Bilaspur H.P.
Bid Submission Start Date & Time	As mentioned on CPPP Portal
Bid Submission End Date & Time	As mentioned on CPPP Portal
Bid Opening Date & Time	As mentioned on CPPP Portal

Instructions:

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> & AIIMS Bilaspur websites <https://www.aiimsbilaspur.edu.in/> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 11 of GIB of Tender Enquiry Document.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes / modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn **in favour of the Miscellaneous Fund AIIMS Bilaspur H.P.**, the original Earnest Money/Bid Security must be delivered to the **Faculty In-Charge (Procurement), Admin Block, AIIMS, Bilaspur, Himachal-174001** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.
9. The tender received after due date or without the earnest money or without samples wherever required shall not be considered.
10. Procurement of items shall be done in a staggered manner as required by Institute.
11. 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 all respect will be at the Bidder’s risk and may result in rejection of the bid.
12. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bilaspur will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.

E-Mail : support-eproc[at]nic[dot]in,

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- i) "Purchaser" means the organization i.e. AIIMS/Center/Hospital/Department/Sections purchasing goods as incorporated in the Tender Enquiry Document.
- ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- iv) "Supplier" means the individual or the firm supplying the goods as incorporated in the Contract/Purchase Order.
- v) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the Contract.
- vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii) "Contract" means Contract/Purchase Order which means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the Contract/Purchase Order placed on it. Performance Security is also known as Security Deposit.
- x) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Purchase Order.
- xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods has to conform.
- xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product and comparing the same with the specified requirement mentioned in the Contract/Purchase Order to determine conformity.
- xiii) "Day" means calendar day.

1.3. Abbreviations:

- i) "ATE" means Advertised Tender Enquiry

- ii) “NIT” means Notice Inviting Tenders.
- iii) “GIB” means General Instructions to Bidders
- iv) “SIT” means Special Instructions to Bidders
- v) “GCC” means General Conditions of Contract
- vi) “SCC” means Special Conditions of Contract
- vii) “BG” means Bank Guarantee
- viii) “GST” means Goods & Service Tax
- ix) “RC” means Contract

2. Introduction

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods as mentioned in Section -V “Special Conditions of Contract” & Section-VI – “Schedule of Requirements & Technical Specifications”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of Contract/Purchase Order.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Eligible Bidders

- 5.1 This Invitation for Tenders is **open** to all bidder who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The

term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Bid Expense

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

8. Content of Tender Enquiry Document

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:

➤ Section II	–	General Instructions to Bidders (GIB)
➤ Section III	–	Special Instructions to Bidders (SIB)
➤ Section IV	–	General Conditions of Contract (GCC)
➤ Section V	–	Special Conditions of Contract (SCC)
➤ Section VI	–	Schedule of Requirements & Technical Specifications
➤ Section VII	–	A) Qualification Criteria
	–	B) Proforma for Performance Statement
➤ Section VIII	–	Tender Acceptance Form
➤ Section IX	–	Price Schedules (BoQs)
➤ Section X	–	Bank Guarantee Form for Bid Security
➤ Section XI	–	Manufacturer’s Authorization Form
➤ Section XII	–	Bank Guarantee Form for Performance Security
➤ Section XIII	–	Contract Forms
➤ Section XIV	–	Performa of Consignee Receipt Certificate
➤ Section XV	–	Performa of Final Consignee Acceptance Certificate
➤ Section XVI	–	Certificate of Price Justification
➤ Section XVII	–	Compliance certificate of GFR-144 (xi)
➤ Section XVIII	–	Certificate of Local Content
➤ Section XIX	–	Integrity Pact

- 8.2 The relevant details of the required goods, the terms, conditions and procedure for Tender, bid evaluation, placement of Contract/Purchase Order, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

9. Corrigendum to Tender Enquiry Document

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- 9.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Document & Pre- Bid Meeting

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet.”

10.2 All the Prospective bidders are requested to attend Pre-Bid Meeting at venue & on date as mentioned in Critical Date Sheet to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit their bid accordingly as per changes if any incorporated after Pre-Bid Meeting. No press advertisement will be made for corrigendum(s).

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

- i)** Valid registration certificate of the firm.
- ii)** Scanned copy of “EMD/Bid Security” furnished in accordance with GIB alternatively, documentary evidence as per GIT for claiming exemption from payment of EMD/Bid security to be uploaded.
- iii)** Scanned copy of “Specifications Quoted” as per Section- VI of Tender Enquiry Document viz-a-viz technical specification of the quoted goods.
- iv)** Scanned copy of “Technical Brochure/Catalogue of OEM of quoted goods” detailing its technical parameters.
- v)** Scanned copy of “Tender Acceptance Form” as per Section VIII to be uploaded.
- vi)** Scanned copy of **three years of experience** of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- vii)** Scanned copy of “Performance Statement” as per Section VII (B) along with relevant copies of orders and End Users’ satisfaction Certificate of last three years to be uploaded (details of clients where similar services are presently provided by the tenderer separately for government or private clients).
- viii)** Scanned copy of non-backlisting/ non-debarred Certificate on non-judicial stamp paper.
- ix)** PAN number with document.
- x)** Scanned copy of GST registration certificate.
- xi)** Signed and stamped copy of tender document.
- xii)** Scanned copies of profit/loss account and balance sheet duly authenticate by a Chartered Accountant for the last three years
- xiii)** Scanned copy of turnover should be duly authenticated by a Chartered Accountant for the last three years should be enclosed.
- xiv)** Scanned copy of Certificate of Local Content As per Section XVIII.

xv) The Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:

- a) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XI. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded. However, in cases of Office Stationery, Printing Stationary, General Items etc. such Authorization may be given by wholesaler of OEM.
- b) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
- c) Scanned copy of Documents and relevant details to establish in accordance with GIB that the goods to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
- d) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.
- e) Scanned copy of an affidavit on Non-judicial paper of Rs. 100 that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last Financial Year. The discount offered by them is not lower than those offer to DGS&D and other government departments and shall not offer higher discount than the quoted one during the period of contract to any other government organization failing which the tender will not be accepted/considered as per Section XVI.

xvi) Scanned Copy of undertakings and Other Documents as per TED.

xvii) Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July, 2020 regarding land Border sharing issued by Department of Expenditure, Public Procurement Division will be applicable. Relevant documents regarding this order to be uploaded as per section Section-XVII (Performa).

Note: It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

B) Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Schedule of price bid in the form of BOQ_XXXX .xls:

The below mentioned (Section IX) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. **In case if the same is found to be tempered/modified in any manner**, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Bilaspur.

11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a Contract must specify whether he signs as:

- i) A ‘Sole Proprietor’ of the firm or constituted attorney of such Sole Proprietor.
- ii) In case of partnership firm, he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

- iii) Constituted attorney of the firm if it is a company.

Note:

- 1) In case of (ii) above, a copy of the partnership agreement duly registered with “Registrar of Firm’s” or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
- 2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
- 3) Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Bid sent by fax/email shall be ignored.

12. Bid Currencies

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

12.2 Bids, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Bid Prices

13.1 The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery at Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.

13.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.

13.3 If there is more than one schedule in the “Schedule of Requirements”, the bidder has to submit its bid for all schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule. The bidder cannot quote for a single schedule.

13.4 The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser’s right to award the Contract on the selected bidder on any of the terms offered.

- 13.5 The rates and units shall not be over written; amount shall be both in figures and words.
- 13.6 The rates should be quoted against each item. The special terms, if any, should be added on a separate sheet with tender.
- 13.7 In case of sole authorized dealer, self-fabricated price lists will not be entertained.
- 13.8 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 13.9 Bid sent by fax/email shall be ignored.

14. Firm Price

- 14.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Contract till the currency period of Contract.
- 14.2 Statutory variation in GST will be applicable.

15. Alternative Models/Brands/Quality

- 15.1 Alternative Models/Brands/Quality are not permitted. The Bidder are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models/ Brands/ Quality, there bid will not be considered for that item.
- 13.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

16. Documents establishing good's Conformity to Tender Enquiry Document.

- 16.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the bid fully conform to the goods specified by the purchaser in the Tender Enquiry Document. For this purpose, the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods offered in its bid.
- 16.2 In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 16.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

17. Prebid Site Visit:

- 17.1 **A Site visit is mandatory for all prospective bidders who are interested in participating in this tender. The visit is intended to provide a comprehensive understanding of the site conditions, the complete product requirements, and the necessary customization involved in the project. A site visit certificate, duly signed by the designated authority, must be submitted along with the bid.**

18. Bid Security (BS) /EMD

- 18.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).
- 18.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 18.3 The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 18.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft/ Banker’s cheque
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 18.5 The demand draft or banker’s cheque shall be drawn on any commercial bank in India, in favors of as indicated in the NIT payable at Bilaspur, Himachal Pradesh. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section X in these documents.
- 18.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.
- 18.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 18.8 Bid Security is required to protect the purchaser’s right against the risk of the Bidder’s conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19. Bid Validity

- 19.1 The bid shall remain valid for acceptance for a period of **270** days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity

period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

- 19.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

20. Instructions for Online Bid Submission and Registration on CPP Portal:

20.1 The bidders shall submit their online bids as per the instruction given for online bid process. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

20.2. Registration on CPP Portal:

- i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

20.3. Searching for Tender Enquiry Document on CPP Portal:

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

20.4. Preparation of Bids for uploading on CPP Portal

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- ii) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

21. Submission of Bids for uploading on CPP Portal

21.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

21.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

21.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

21.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

21.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

21.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 21.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 21.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 21.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 21.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 21.11 Assistance to Bidders for uploading CPP Portal:
- i) Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
 - ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

E. BID OPENING

22. Opening of Bids

E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

F. SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

23.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

23.2 Any term/condition given by the supplier/firm which is in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.

24. Scrutiny of Bids

- 24.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 24.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 24.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 24.4 In the absence of submission of the following, a bid shall be declared non-responsive during the evaluation and will be ignored;
- i) Tender Acceptance Form as per Section VIII (signed & stamped) not uploaded.
 - ii) Bid validity is shorter than the required period.
 - iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
 - iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XI, if applicable.
 - v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
 - vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - vii) Poor/unsatisfactory past performance.
 - viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries.
 - ix) Bidder has not agreed to currency of Contract period.
 - x) Bidder has not agreed for the delivery Terms and delivery period.
 - xi) In cases where advance sample has been called, if bidders not furnished sample or the advance sample is not meeting the desired quality as per Technical Specification.
 - xii) The signature on the quotations and samples etc. sent therewith will be deemed to be the authorized signature of the bidder.

25. Minor Infirmary/Irregularity/Non-Conformity

- 25.1 If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

26. Qualification Criteria

- 26.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VII, will be treated as non-responsive and will not be considered further.

27. Schedule-wise Evaluation

- 27.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared on Schedule wise.

28. Comparison of Bids

28.1. The comparison of the responsive Bids shall be carried out on Free at consignee site basis.

29. Purchase Preference for Evaluation

29.1 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

30. Bidder's capability to perform the Contract

30.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Contract satisfactorily.

30.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

31. Contacting the Purchaser

31.1 From the time of submission of bid to the time of awarding the Contract, if a bidder needs to contact the purchaser for any reason relating to NIT/Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

31.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

32. Purchaser's Right to accept any bid and to reject any or all bids.

32.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Contract, without incurring any liability, whatsoever to the affected bidder(s).

33. Award Criteria

33.1 Subject to the above, the Contract will be awarded to the lowest evaluated responsive bidder for each schedule as decided by the purchaser.

34. Purchase Orders to be placed during currency the Contract

34.1 Purchase Orders will be placed by the Procurement Sections of AIIMS during the currency of Contract.

34. Notification of Award

- 34.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.
- 34.2 The Notification of Award shall constitute the conclusion of the Contract.

35. Issue of Contract

- 35.1 Promptly after notification of award, the Purchaser will mail the Contract form (as per Section XIII) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 35.2 Within twenty-one (21) days from the date of the Contract, the successful bidder shall return the original copy of the Contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

36. Non-receipt of Performance Security by the Purchaser

- 36.1 Failure of the successful bidder in providing Performance Security and / or returning Contract copy duly signed in terms of GIB clauses above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 12-Termination of default of GCC under

37. Return of Bid Security/EMD

- 37.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

38. Publication of Bid Result

- 38.1 The name and address of the successful bidder (s) receiving the Contract (s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

39. Code of Integrity and Corrupt or Fraudulent Practice

- 39.1 No official of the bidder shall act in contravention of the codes which includes
- i) Prohibition of
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

39.2 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such Contract/Purchase Orders. In pursuance of this policy, the Purchaser: -

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract/Purchase Orders execution; and
 - ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/Purchase Orders to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract/Purchase Orders in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/Purchase Orders by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract/Purchase Orders.

SECTION – III
SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
1.	1 – 39		No Change

The following may be added in Instructions to Bidders (GIB) incorporated in Section II:

40. Quality clause.

40.1 The items to be supplied should be of standard quality and strictly as per supply order:

40.2 If any item is found substandard during the course of use even after clearance of bill, the supplier have to replace it with a fresh item at their risk and cost. In case of failure or delay in replacement, the said item may be purchases elsewhere and the amount involved will be recovered from the approved supplier as mentioned elsewhere.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of Requirements under Section VI and Technical Specification under Section VI of this document.

2. Patent Rights

2.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods to be provided by the supplier under the Contract/Purchase Orders for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Performance Security

3.1 Within Thirty (30) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to five percent (5%) of Contract being awarded, valid up to Warranty Period (Two Years) plus Sixty (60) days (if applicable) ninety (90) days.

3.2 The Performance Security shall be denominated in Indian Rupees in any of the following forms:

- i) Account Payee Demand Draft
- ii) Fixed Deposit Receipt drawn from any Scheduled bank in India
- iii) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XII of this document

3.3 In the event of any failure/default of the supplier with or without any quantifiable loss to the AIIMS Bilaspur, the amount of the Performance Security is liable to be forfeited equivalent to the amount of Supply Order. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the AIIMS Bilaspur.

3.4 In the event of any extension of currency of Contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the Contract, as amended.

3.5 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations (if applicable).

4. Technical Specifications

4.1 The Goods to be provided by the supplier under this Contract shall conform correspond to the 'Schedule of Requirements & Technical Specifications' under Sections VI of this document.

4.2 In case where full specifications are not incorporated in the inquiry or where specifications are such that the supplier cannot quote for, the supplier's own specifications should be stated in full for the goods quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.

4.3 In case of chemicals, where the grading is not mentioned in specifications, AR grading should be considered as the specification of that particular chemical.

5. Inspection, Testing and Quality Control

5.1 The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Contract specifications and other quality control details incorporated in the Contract.

5.2 If during such inspections and tests the contracted goods fail to conform correspond to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again.

5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

6. Terms of Delivery

6.1 Goods shall be delivered by the supplier on "Free Delivery at Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Contract. Please note that the time shall be the essence of the contract.

7. Warranty & CMC

7.1 The supplier warrants comprehensively that the goods supplied under the Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the Contract. The supplier further warrants that the goods supplied under the Contract/Purchase Orders shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

7.2 The warranty period of the supplied items will be 2 Years and shall include all spares, labour and Comprehensive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

7.3 Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 8 years for the offered products at the rate not more than 3% of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of the Warranty period at above mentioned rate and the payment for the CMC charges would be made Annually after rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of Service, Spares & Maintenance. The original Performance Security of contract will be returned only after submission and verification of CMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

7.4 Timely Servicing / rectification of defects during warranty/ CMC period: After having been notified of the defects/ service requirement during warranty/CMC period, Seller has to complete the required Service / Rectification within 05 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.

8. Prices

8.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. Purchase Orders will be placed by Procurement Sections against this Contract till the currency period of Contract.

8.2 Statutory variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.

8.3 In case of controlled goods by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.

9. Payment Terms

100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

- i) Original copies of supplier's invoice showing Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
- ii) "Consignee Receipt Certificate" as per Section XIV of Tender document in original
- iii) "Final Consignee Acceptance Certificate" as per Section XV of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

10. Delivery

10.1 The supplier shall deliver the goods under the Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Contract. The time for and the date of delivery of the goods stipulated in the Purchase Order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the Purchase Order.

10.2 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:

- i) Imposition of liquidated damages,
- ii) Forfeiture of its Performance Security and
- iii) Termination of the Contract/Purchase Orders for default.

10.3 If at any time during the currency of the Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regards. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

10.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- i) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.
- ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.

iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

10.6. Passing of Property

(i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

(ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

(iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

11. Liquidated Damages

11.1 Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver or install /commission any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning until actual delivery or performance subject to a maximum of 10% of the Purchase Order price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

12. Termination for Default

12.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Contract and/or Purchase Order in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the Purchase Order, or within any extension thereof granted by the Purchaser.

12.2 The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.

12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Contract/Purchase Orders to the extent not terminated.

13. Termination for Insolvency

13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract/Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

14. Force Majeure

14.1 Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Contract/Purchase Orders is the result of an event of Force Majeure.

14.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, amendment in law lockouts excluding by its management and freight embargoes.

14.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one (21) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.4 If the performance in whole or in part or any obligation under this Contract/Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Contract/Purchase Orders without any financial repercussion on either side.

14.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

15. Termination for Convenience

15.1 The Purchaser reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Contract.

15.2 The Supplier reserves the right to terminate the Contract, in whole or in part for its Purchaser's convenience, by serving written notice by the supplier of 90 days at any time during the currency of the Contract.

16. Resolution of Disputes

16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Executive Director, AIIMS. The award of the arbitrator shall be final and binding on the

parties to the Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

16.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract/Purchase Orders has been issued, i.e., Himachal Pradesh India.

16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., Bilaspur, Himachal Pradesh India.

16.6 Applicable Law: The Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17 Withholding and Lien in respect of sums claimed

17.1 Whenever any claim for payment arises under the Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

17.2 It is an agreed term of the Contract/Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

18. Fall Clause

18.1 Fall clause is a price safety mechanism. The fall clause provides that if the Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Contract/Purchase Orders, at a price lower than the Contract/Purchase Orders price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract/Purchase Orders and the Contract/Purchase Orders amended accordingly.

18.2 All the firms/manufacturers must submit an affidavit on Non-judicial paper of Rs. 100 that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year. The discount offered by them is not lower than those offer to DGS&D and other government departments and shall not offer higher discount than the quoted one during the period of contract to any other government organization failing which the tender will not be accepted/considered as per Section XVI.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

1. Freight, insurance charges, packing, weighing, forwarding charges, etc. if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
2. GST and other Govt. levies will be paid extra as applicable and have to be shown separately in the BoQ.
3. Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute.
4. Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.
5. No revision in rate (on higher side) will be accepted during contract period.
6. Order will be placed as per requirement, irrespective of value of the order.
7. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
8. Supply should be made from the latest batch of production with maximum life period & original packing. The containers, packing cases, bags etc. will be deemed to be non-returnable.

9. Inspection:

(a) AIIMS, Bilaspur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Bilaspur.

(b) AIIMS, Bilaspur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Bilaspur prior to the goods shipment.

(c) The Executive Director, AIIMS Bilaspur shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.

(d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

10. The warranty conditions, Shelf life, if applicable, will be as mentioned in the Schedule of Requirement as per section VI of the Tender Enquiry Document.

11. In the event of tender, being accepted, the tender/quotation will be converted into a contract which will be governed by these terms and conditions.

12. The tender not strictly in accordance with the above conditions are liable to be rejected.

13. The successful tenderer will have to execute an agreement on non-judicial paper (specimen enclosed for ready reference Section XIII) duly signed and stamped and only after the signing of the said agreement, the notification with regard to finalization of the tender will be issued.
14. There will be no any change in the tender during the period of Contract and no any request from the firms(s)/authorized dealer(s) if received in this regard will accepted/considered.
15. **Terms of Delivery:** Free Delivery at Consignee's Site(s)
- 16. Delivery Period:**

The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.
17. Installation and Commissioning shall be done at the earliest at site or date of handing over the site for installation, whichever is later.
18. For delayed delivery, liquidated damages will get applied as per GCC.

SECTION – VI SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

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

1. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed in the central Library AIIMS Bilaspur.
2. The Estimated Quantities will vary, either increase or decrease and the decision of the Director/Medical Superintendent AIIMS, which shall be final and binding to all parties.
3. Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the currency of Annual Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, nominated by Director/Medical Superintendent, the supply will be accepted at AIIMS Bilaspur.
4. The supply of the items at AIIMS Bilaspur on free of cost. AIIMS Bilaspur will not pay any amount to any Tenderer against replacement of items/items, and those Tenderers will not have carried out the replacement intimated by AIIMS Bilaspur in writing well in advance, their such expired lot treated the loss to AIIMS Bilaspur and the Amount for such expired items shall be recovered from the pending Bills/Performance Security Deposit of the Tenderer to indemnify the Institute.

TECHNICAL SPECIFICATIONS

Schedule 1

1. Radiofrequency Identification (RFID) Tag (Quantity: - 7000 nos.)

(The Stated quantities are tentative. The L1 rates shall remain fixed for a period of five years, and any additional demand during this term shall be fulfilled at the established L1 rates.)

a. Purpose: - The RFID tag have been designed specifically for library use. The tag is used for following reasons such as: -

- i. Faster Check- out
- ii. Faster Check-in
- iii. Faster Renewal
- iv. Library Book Security
- v. Faster Inventorying/ Stock Verifications
- vi. Save time

b. Specifications: -

- i. Lockable section for item identification
- ii. Re-writable section for library specific use
- iii. Security function (EAS) for item anti-theft (which can be activated and deactivated), the RFID chip should have multi read function, i.e., several tags can be read at the same time.
- iv. Tag size should be 81mm x 50mm with at least 02 KB memory, multi-read and antitheft, 1024 Bits Memory, HF 13.56MHz, Operation Mode Passive
- v. Integrated Circuit (IC) NXP ICODE SLIX
- vi. Tags Air interface protocol should be ISO 15693, ISO 28650 and ISO 18000-3 compliant with supporting proof
- vii. Life time replacement Guarantee of Tags and replacement of defective tags if found during first time tagging
- viii. Enclose specimen of Tag
- ix. Mechanical dimensions

Coil size	45 x 76 mm	± 0,5 mm	1,772 x 2,992 in
Die-cut size	49 x 81 mm	± 0,2 mm	1,929 x 3,189 in
Web width	53 mm	± 0,5 mm	2,087 in
Pitch, length per piece MD	85 mm	± 1,5 mm	3,346 in
Die-cut to web edge	2 mm	± 1,5 mm	0,079 in
Die-cut to register mark	0,5 mm	+ 1,0 mm	0,020 in
Coil to die-cut (MD)	2,5 mm	± 1,5 mm	0,098 in
Coil to die-cut (CD)	2 mm	+ 1,5 mm	0.079 in
Thickness of the IC	120 µm	± 15%	

Overall thickness of transponder package (excluding IC and siliconized paper)	208 μm	$\pm 10\%$	
Thickness of the siliconized paper	56 μm	+5%	

2. Anti- Theft Sticker (Institute Labels) (Quantity: - 7000 nos.)

(The Stated quantities are tentative. The L1 rates shall remain fixed for a period of five years, and any additional demand during this term shall be fulfilled at the established L1 rates.)

- a. Purpose:** - To hide the RFID Tag and also works as a book belongs to Institute with logo and accession no. and call no.
- b. Specifications:** -
 - i. Institutional labels should be of high quality
 - ii. smooth face labels printed with name and logo (designed to be approved by the Institute/ Library);
 - iii. Size: Minimum half an inch larger on all sides than the RFID tag.
 - iv. Strong permanent adhesive, which does not leach into the paper of the book.

3. Electromagnetic Strips (EM) Strips (Quantity: - 7000 Nos.)

(The Stated quantities are tentative. The L1 rates shall remain fixed for a period of five years, and any additional demand during this term shall be fulfilled at the established L1 rates.)

- a. Purpose:** -
 - i. To provide the double security of the books
 - ii. Paste on the secret page of book in the library
 - iii. It disappears in the page to provide the better security
- b. Specifications:** -
 - i. The Size of the Security Strip should be minimum 160MM X 3 MM for Hardbound and paperbound books and periodicals.
 - ii. Strips must be guaranteed to perform for Life Time of the object in which they are placed
 - iii. Strips once applied on material should be hidden in Nature.
 - iv. The security strips shall be one-piece, flexible, thin, non- rusting metallic alloy coated with an adhesive film. The film shall not discolour or lose its adhesive or cohesive strength with age. The strips shall require no moisture, heat or additional glue, or adhesive for affixing to library materials
 - v. The strip will not be shielded by the human body or by items held back to-back or cover-to-cover, or concealed in briefcases or backpacks.
 - vi. The strips shall be virtually unaffected by simple shielding materials such as gum or cigarette wrappers.
 - vii. Manufacturer shall warrant that the strips will be free of defects in materials.

4. Hybrid Library Staff Station (Quantity- 01 No.)

a. Purpose: - To faster the check-in and check-out process in the library

b. Specifications: -

- i. Read/Write/Anti-theft programming should be done in one single operation.
- ii. Biometric log in for staff station
- iii. It should be small in size and economic so as to use it in any library desktop configuration.
- iv. Read/Write distance of Up to 35 cm and programming time of 01 second
- v. Should be ISO 15693, ISO 28650 and ISO 18000-3 compliant with supporting proof.
- vi. The programming station should interoperable with the LMS i.e., SOUL 3.0 (no extra key to be pressed for staff station toggling)
- vii. No middleware to be used.

Parameter	Technical Specs
Operating Frequency	13.56 MHz ± 7 kHz
Sub Carrier	424 kHz
Power Supply	12V
Power Consumption	1.2W minimum
Transmitting Power	4W minimum
Read Range	Up to 35 cm
Communication Interface	USB/RS232/Ethernet
Chip Compatibility	ISO 15693/ISO 18000-3
Supported Transponders	ISO 15693, ISO 28650 and ISO 18000:3
Indicators	LED for power, read verification etc.
Baud Rate	26.5 kbps
Operating Temperature	-10°C to +70°C
Sensor Type	Optical or capacitive fingerprint scanner
DPI	Minimum 500 DPI
Connectivity	USB

5. Hybrid Self-Service Kiosk with biometric/ password (Quantity: - 01 No.)

a. Purpose: -

- i. To check the availability of the books
- ii. To check the status of the book
- iii. To issue/ return by self
- iv. Patron Identification

b. Specifications: -

- i. **It should be Hybrid (RFID and EM Strips) in mode**
- ii. Biometric for patron Identification
- iii. Student photo to be displayed during transaction
- iv. Book issue, book return and book renewal functionality
- v. 80mm Receipt printer
- vi. **Mechanical Specifications**

Hardware

Make	Metal and Acrylic
Aesthetics	Dual colour based on library interior
RFID transponder supported	ISO15693; ISO18000
Input voltage	230V
Output	12V DC
Transmitting power	1.2W max
Read distance [ISO156931]	35 to 40 CM
Patron identification method	Biometrics

6. Hybrid Electro Magnetic Security Gate with top covered around 06 ft (Quantity- 01 No.)

a. Purpose: -

- i. To detect the items which is not issued by library.
- ii. Maintain the security of items in the library.
- iii. Count the total no. of patrons (in/out)

b. Specifications: -

- i. Library Security Gate i.e., EAS pedestals Gates for EM Strip complete in all respect with necessary accessories.
- ii. Security gate should include Two theft detection pedestals, which are interdependent of each other and have overlapping protection zones providing additional security. The system should have a suitable number of I/O ports for Standard electronic counter, web cam trigger, CCTV, Locking gates, etc. The offer must be completed in all respects and must include all the components required for the functionality of the system.
- iii. Security Mode Alarms: EAS & AFI (Application Family Identifier) Lights and Buzzer located at the top of the pedestal. Dome Camera (Color) Gate
- iv. Synchronization: RF Protocols
- v. Pedestal Spacing: 36 inches between pedestal
- vi. Power Supply: 85 to 265 V AC/ 240v±10%/ 50-60Hz/AC
- vii. Casing: High quality plastic KYDEX UL 94 V
- viii. Dimension: Approximately 620 X 80 X 1779 mm (24.4 X 3.1 X 70 in)
- ix. Operating Temperature: 0° to 55°c (32 to 131 F) Powerful DSP

(Digital Signal Processor)

- x. Systems shall use Electromagnetic Detection Principles
- xi. The Detection Panel Height should be approximately 75 inches in height, 44 inches width and 26 inches depth
- xii. Must be able to detect Print Materials, CD, Single sided DVD, Audio Cassettes and Video Cassettes.
- xiii. Optional CCTV and Voice alarms System must be available
- xiv. The system shall interrogate look for library materials only when activated by exiting patrons
- xv. The library detection system will be microprocessor controlled, and software driven for the most reliable electronic surveillance of exiting patrons.
- xvi. The system must provide both an audible and visible alarm when responding to an active strip in the corridor
- xvii. Should be ISO 15693 compliant

7. RFID Handheld Reader (Quantity: - 01 Nos)

a. Purpose: - Stock verification/ Inventory Management

b. Specifications: -

- i. Operating Frequency – 13.56 MHz
- ii. Read Range – up to 28cm
- iii. Communication Interface – USB, Wi-Fi, Bluetooth
- iv. The portable handheld reader (Wand) and the required accessories must be a cordless, one-piece design, to be held in one hand.
- v. It should be able to read the books kept in the nook and corner of the book rack.
- vi. It should be able to read the books kept on top shelves of the rack
- vii. Multi-detection: 30 tags per second
- viii. High Impact Plastic materials: Durable housing
- ix. Audio: Support Voice Announcement
- x. Indicator Light: Internet Indicator light, charging indicator light
Communication Interface: USB, WIFI, Bluetooth
- xi. **Battery:**
Operating Time:>6h
Charging Time:<4h
Compatible Protocol: ISO 15693
Operating Frequency: 13.56MHz
RF Power: 0.25-1.5W
Reading Range: 28cm (Standard RFID tag)
Anti-Collision Algorithm: Support
Operating Temperature: -10°C to +70°C Storage Temperature: -20°C to 85°C
Relative humidity :10%~90% RH, no condense Gross Weight:<320g
Dimension:160 X 76 X 32+or -2mm

8. RFID Smart Card (Quantity: - 1500 Nos)

(The Stated quantities are tentative. The L1 rates shall remain fixed for a period of five years, and any additional demand during this term shall be fulfilled at the established L1 rates.)

a. Purpose: -

- i. Provide the membership of the library.
- ii. Integrate with Hybrid RFID technology.
- iii. Help us to automate the library function from patrons.

b. Specifications: -

- i. The smart cards should be pre-printed smart cards that can be used as common campus ID cards.
- ii. ISO/IEC 14443A Mifare passive contactless 01 KB memory with the offered RFID system for membership/patron using standard protocol of SIP/ NCIP for Read/Write/Rewrite.
- iii. Must be for multipurpose use.
- iv. Smart card should be printed, activated and delivered to the library for currently active patrons already registered with the library. Vendors should print & activate the smart ID cards on-site during the implementation phase

9. Smart Card Printer (Quantity: - 01 Nos)

a. Purpose: - To print smart library membership card

b. Specifications: -

- i. Double Side Card Printer
- ii. Print Method Dye-sublimation / resin thermal transfer
- iii. Resolution 300 dpi (11.8 dots/mm) continuous tone
- iv. Accepted Standard Card Sizes CR-80, ISO 7810 format, Type ID-1
- v. Accepted Card Thickness 10 to 40 mil f) Accepted Card Types PVC and PVC composite
- vi. Edge-to-edge printing on standard CR-80 media
- vii. Auto calibration of ribbon
- viii. Input Hopper Card Capacity 100 cards
- ix. Output Hopper Card Capacity 45 cards
- x. Memory 32 MB RAM -> Software Drivers Windows XP (32 bit), Windows Vista (32 and 64 bit), Windows Server 2003 (32 bit), Windows 7 (32 and 64 bit), Windows Server 2008 (32 and 64 bit), Windows 8 and Win 8 Pro (32 and 64 bit), Windows Server 2012 (64 bit) -> Interface USB 2.0, optional Ethernet with internal print server -> Supply Voltage 200-260 VAC, 50-60H

Note: 1) The Warranty of all the items will be will be two years from the date of installation of items.

Section – VII
A) Qualification Criteria

As stated in “General Instruction to Bidders” in Section-II

9. ELIGIBILITY CRITERIA

The bids prepared by the bidder shall comprise of Technical Bid and Financial Bid:

A. Technical Bid

To qualify in the Technical Bid, the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (1) Minimum Experience:** The bidder must have **three years of experience** of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate etc. for last three years to this effect must be submitted along with the offer.
- (2) Past Performance:** Scanned copy of “Performance Statement” along with relevant copies of orders and End User’s satisfaction certificate.
- (3) Technical Capabilities:** The documentary evidence needed to establish the bidder’s qualifications shall fulfil the following requirements:
 - a) In case the bidder offers to supply consumables, which are manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the consumables to quote for and supply the consumables to the purchaser. The bidder shall submit the manufacturer’s authorization letter to this effect as per the standard form provided under Annexure-XI in this document.
 - b) In case the bidder is submitted its bid along with the manufacturer’s authorization letter, it is the responsibility of bidder to be fully equipped and able to carry out the required contractual functions and duties of the manufacturer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- (4) EMD:** The EMD/Bid Security shall be deposited through Bank Guarantee/ FDR drawn in favor of the Executive Director, AIIMS Bilaspur Himachal Pradesh. The original Earnest Money/Bid Security must be delivered to the Faculty In-Charge (Procurement), Hospital Block D, AIIMS, Bilaspur, Himachal-174001 till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected. The technical bid should be accompanied by Bank Guarantee/Demand Draft/FDR of **Rs 70,000 /-**
- (5) Financial Position:**
 - a. **Average Turnover:** The average annual turnover from similar jobs, of the firm should not be less than 12 Lakhs in last three consecutive years.
 - b. The turnover should be duly authenticated by a Chartered Accountant for the last three years should be enclosed.

(6) Other Eligibility Criteria:

- a. Valid registration certificate of the firm
- b. Duly Filled, Signed, stamped and Scanned copy of following:
 1. Non-Blacklisting/ Non-Debarred Certificate on non-judicial stamp paper.
 2. Certificate of Price Justification as per Section XVI
 3. Tender Acceptance Form as per Section VIII
 4. Manufacturer Authorization Certificate from the principal must be attached by Local Authorized Dealer as per Section XI
 5. Self-certification regarding local content as per Section XVIII
- c. Copy of constitution or legal status of the bidder manufacturer/ Sole proprietorship/ firm/ agency etc.
- d. Signed & Stamped copy of Tender Document
- e. PAN number with document
- f. GST registration certificate
- g. The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.
- h. Copy of Income Tax Return Acknowledgement for last Three years.
- i. Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- j. The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- k. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- l. The tender/quotation may be accepted in part or whole. The words “NO QUOTATIONS” should be written cross all the items in the schedule for which a tenderer does not wish to tender.
- m. The Tenderer must be a domestic manufacturer that is a ‘Class-I local supplier’ or a ‘Class-II local supplier’ as defined under Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the Tender enquiry document to quote and enter into a contractual obligation.
 In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Note: A bid, which does not fulfil any of the above requirements and/or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Section – VII
B) Performa for Performance Statement
(For the period of last three years)

ATE No. : _____
Date of Bid Opening : _____
Name and address of the Bidder : _____
Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model No., if applicable) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 3 years of quoted items has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

The bidders are requested to upload the scanned copy of purchase order copies along with the Techno-commercial Bid.

Section – VIII
TENDER ACCEPTANCE FORM

To _____

**The Executive Director,
All India Institute of Medical Sciences
Bilaspur, Himachal Pradesh-174001 India.**

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above-mentioned Tender Enquiry Document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the Contract/Purchase Orders.

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt. Ministries.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment/ corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security/Performance Security.”

Name: _____
Business Address _____

Place: _____

Date: _____

SECTION - IX
PRICE SCHEDULE

(To be filled in BoQ with Financial Bid)

BoQ may be uploaded as per instructions given below and in Tender Enquiry Document.

SECTION - X
BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(*hereinafter called the "Bidders"*)

has submitted its Bid dated _____ for the supply of _____
(*hereinafter called the "Bid"*)

against the purchaser's ATE No.

Know all persons by these presents that we

having our registered office at

(*Hereinafter called the "Bank"*)

are bound unto AIIMS, Himachal Pradesh
(*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 bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
 - a. If the bidder fails or refuses to furnish the performance security for the due performance of the Contract/Purchase Orders or
 - b. If the bidder fails or refuses to accept/execute the Contract/Purchase Orders or
 - c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or 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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto _____ (*insert date of additional forty-five days after Bid validity*) and any demand in respect thereof should reach the Bank not later than the above 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 Branch)

SECTION – XI
MANUFACTURER’S AUTHORISATION FORM

The ‘Executive Director’
All India Institute of Medical Sciences
Bilaspur, Himachal Pradesh-174001, India.

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers

of _____ (name and description of the

Goods offered in the bid) having factories at _____,

hereby authorize Messrs _____ (name and address of the agent) to submit a bid, process the same further and enter into a Contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (please provide reason here).

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 bid, process the same further and enter into a Tender Enquiry Document with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods offered for supply by the above firm against this TE document.

We also confirm that the price quoted by our agent shall not exceed the price 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 may be sent.*

SECTION – XII
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the Supplier)
(Hereinafter called “the Supplier”)

has undertaken, in pursuance of Contract No. _____

dated _____ valid from _____ to _____ for supply

_____ (*insert description of goods*)
(Hereinafter called “the Contract”),

to AIIMS, Bilaspur, Himachal Pradesh-174001
(Hereinafter called “the Purchaser”)

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

_____ (*insert Amount of the Performance Security 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 will remain in force up to _____ (*insert last date of currency of Contract plus Warranty Period (if applicable) plus additional Ninety days*) and any demand in respect thereof should reach the Bank not later than the above 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 Branch

SECTION – XIII
CONTRACT FORM FOR GOODS

(To be executed on Non-Judicial Stamp Paper worth of Rs.100/-)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BILASPUR, HIMACHAL PRADESH-174001

Contract No. _____ dated _____

To _____

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No.:

_____ dated _____

1. Name & address of the Supplier: _____
2. Advertised Tender Enquiry No. of Tender Documents: _____
and subsequent Amendment No.: _____, dated:
_____ (if any), issued by the Purchaser
3. Supplier's Bid No.: _____ dated: _____ and subsequent
communication(s) No.: _____ dated: _____ (if any),
exchanged between the supplier and the purchaser in connection with this
Tender Document.
4. In addition to this Contract Form, the following documents etc, which are
included in the Tender Enquiry Documents mentioned under paragraphs
2 and 3 above, shall also be deemed to form and be read and construed as
integral part of this Contract:
 - i) General Conditions of Contract;
 - ii) Special Conditions of Contract;
 - iii) Schedule of Requirements;
 - iv) Technical Specifications;
 - v) Tender Acceptance Form uploaded by the supplier;
 - vi) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
 - vii) Manufacturers' Authorization Form (if applicable);

viii) Purchaser's Notification of Award

Note: The words and expressions used in this Contract shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Tender Enquiry Document shall also apply to this Contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

i) Brief particulars of the goods which shall be supplied by the supplier against Contract are as under:

Sr. No.	Item Name	Qty.	Name of Manufacturer	HSN Code	Listed Price of Manufacturer	Discount Offered	Unit Price offered	GST	Price Offered including GST

ii) Terms of Delivery: Free Delivery At Site

iii) Delivery schedule: 45 Days from the Date of Issue of Purchase Order

iv) Performance Security of Rs. _____ valid upto _____ to be furnished by _____

6. Currency of Contract from: _____ to: _____

7. Shelf Life: At the time of supply, the supplier will supply fresh stock, and the remaining shelf life should be more than two-third of shelf life.

8. The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.

9. Payment terms: As per General Conditions of Contract

10. The Supplier will supply the goods as per Contract against Purchase Orders issued by various Centers/Hospital/Section/Departments/Store Sections of AIIMS, Bilaspur, Himachal Pradesh.

Signature, name and designation of the Purchaser authorised official for and on behalf of Director, AIIMS, may be called as First Party

Received and accepted this Contract

Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier, may be called as Second Party

for and on behalf of

_____ *(Insert Name and address of the supplier)*

(Seal of the Supplier)

Date: _____

Place: _____

SECTION – XIV
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

The following store(s) has/have been received in good condition:

- 1) Contract No. & date : _____
- 2) Purchase Order No. & date : _____
- 3) Supplier’s Name : _____
- 4) Consignee’s Name & Address: _____
- 5) Name of the item supplied : _____
- 6) Quantity Supplied : _____
- 7) Date of Receipt by the Consignee : _____

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION - XV
FINAL CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee's authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the Contract/Purchase Order and the same has been installed and accepted.

1) Contract No. & date : _____

2) Purchase Order No. & date : _____

3) Supplier's Name: _____

4) Consignee's Name & Address: _____

5) Name of the item Supplied : _____

6) Quantity Supplied : _____

7) Date of Receipt by the Consignee : _____

8) Quantity Accepted : _____

9) Date of Acceptance by the Consignee : _____

10) The supplier has fulfilled its contractual obligations including installation (if applicable) satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

- i)
- ii)
- iii)
- iv)

11) The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION - XVI
CERTIFICATE OF PRICE JUSTIFICATION
[Affidavit on Non-Judicial Stamp Paper of Rs. 100]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last financial year. I/We also certify that the discount offered is not lower than those offer to DGS&D and other government departments and shall not offer higher discount than the quoted one during the period of contract to any other government organization.

SECTION – XVII

GFR-144 (xi) compliance certificate (To be printed on the Firm's letterhead)

Tender No:

GFR-144(xi) compliance certificate (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI) **and subsequent order thereof**

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of a country which shares a land border with India. I certify that....., the vendor

Y is not such a country

Y is from a country and has been registered with a competent authority (attached evidence of valid registration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for the procurement on CPP portal.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Thanking you.

Seal and Signature of Authorized Signatory

Section-XVIII

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING LOCAL CONTENT

(To be provided on Rs. 10/- Stamp Paper)

(To be given by Authorized signatory duly authorized by the Board of Director)

Date: _____

I _____ **S/o,D/o,W/o** _____

_____, **Resident of** _____ **do hereby**

solemnly affirm and declare as under: That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Public Procurement (Preference to Make in India) order no. F.No.31026/36/2016-MD dated 16 Feb, 2021 issued by Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers as amended from time to time and its subsequent orders, notifications issued by concerned Nodal Ministry. That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content. That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P45021/2/2017-B.E.-II dated 29.05.2019 and Notification No. 31026/36/2016-MD dated 18.05.2018 or any subsequent orders, notifications issued by concerned Nodal Ministry. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly.

Note: Details for Sr. No. (vii) to (xiii) may not be uploaded with technical bid inadvertently. For and on behalf of (Name of firm/entity) Authorized signatory (To be duly authorized by the Board of Director.

Section-XIX

Integrity Pact

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 50/- Stamp Paper)

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made onday of(month & year) between. AIIMS BILASPUR, HP. a Government of India Autonomous Body at Village Changar Palasiyan, Bilaspur, Himachal Pradesh - 174001, India. (Hereinafter called "AIIMS BILASPUR, HP", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____ represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS AIIMS BILASPUR, HP proposes to procure, erect/construct/install under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against **NIT No/Bid No. ___**, aforesaid proposal of AIIMS BILASPUR, HP.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is AIIMS BILASPUR, HP.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the AIIMS BILASPUR, HP to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1. Commitments of the AIIMS BILASPUR, HP

1.1 AIIMS BILASPUR, HP undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract

1.2 AIIMS BILASPUR, HP will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of AIIMS BILASPUR, HP will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to AIIMS BILASPUR, HP with full and verifiable facts and the same is prima facie found to be correct by AIIMS BILASPUR, HP necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS BILASPUR, HP or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by AIIMS BILASPUR, HP the proceedings under the contract would not be stalled.

3. Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS BILASPUR, HP/Buyer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with AIIMS BILASPUR, HP for showing or

forbearing to show favour or disfavor to any person in relation to the contract or any other contract with AIIMS BILASPUR, HP.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS BILASPUR, HP or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of AIIMS BILASPUR, HP, or alternatively, if any relative of an officer of AIIMS BILASPUR, HP has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

3.12 The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS BILASPUR, HP.

3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of sub-contracting, the bidder/AIIMS BILASPUR, HP contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4. Previous Transgression

The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect

on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder exclusion from the tender process.

5. Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle AIIMS BILASPUR, HP to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by AIIMS BILASPUR, HP and AIIMS BILASPUR, HP shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to AIIMS BILASPUR, HP resulting from such cancellation/rescission and AIIMS BILASPUR, HP shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by AIIMS BILASPUR, HP, along with interest as per the provision of contract.
- (v) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to BIDDER.
- (vi) To debar the Bidder/Contractor from participating in future bidding processes of AIIMS BILASPUR, HP, which may be further extended at the discretion of AIIMS BILASPUR, HP.
- (vii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by AIIMS BILASPUR, HP with the Bidder/ Contractor, the same shall not be opened/operated.
- (ix) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 AIIMS BILASPUR, HP will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of AIIMS BILASPUR, HP to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent External Monitors

8.1 AIIMS BILASPUR, HP has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

- **Independent External Monitors Details**
- **Name: Shri Mukesh Mittal**
- **Adress: Z-63, Tatvam Village Sector 48 Gurgaon -122018**

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO/Chairman, AIIMS BILASPUR, HP and request CEO/Chairman, AIIMS BILASPUR, HP to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor.

The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

8.7 AIIMS BILASPUR, HP will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

8.8 The Monitor will submit a written report to the CEO/Chairman, AIIMS BILASPUR, HP within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

8.9 The word "Monitor" would include both singular and plural.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS BILASPUR, HP or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Office of AIIMS BILASPUR, HP, i.e. NCR. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Changes and supplements as well as termination notice need to be made in writing.

If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

12. Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case

may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The Parties hereby sign t h i s Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by it provisions.

AIIMS BILASPUR, HP	Bidder/ Contractor
Name of the Officer	(Authorised Person)
Designation	(Name of the Person)
	Designation
Place _____	Place _____
Date _____	Date _____
Witness1. _____	Witness1. _____
(Name and address)	(Name and address)
2. _____	2. _____
(Name and address)	(Name and address)

Checklist

Sr. No.	Particular	Enclosed Page No.
1.	Valid registration certificate of the firm.	
2.	Scanned copy of “EMD/Bid Security	
3.	Bidder details with full address and contact no.	
4.	PAN details	
5.	Scanned copy of three years of experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years	
6.	Non-Blacklisting/ Non-Debarred Certificate on non-judicial stamp paper	
7.	Scanned copy of “Specifications Quoted” as per Section- VI	
8.	Scanned copy of “Technical Brochure/Catalogue of OEM of quoted goods	
9.	Scanned copy of “Tender Acceptance Form” as per Section VIII	
10.	Scanned copy of “Performance Statement” as per Section VII (B) along with relevant copies of orders and End Users’ satisfaction certificate	
11.	Scanned Copy of GST Registration Certificate	
12.	Scanned copy of turnover should be duly authenticated by a Chartered Accountant for the last three years	
13.	Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XI	
14.	Scanned copy of Power of Attorney in Favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form	
15.	Scanned copy of Documents confirming to Sole Proprietorship/	

	Partnership/Private Limited Firm in the country of origin	
16.	Sign & stamped tender document	
17.	Scanned copy of an affidavit on non-judicial paper of Rs. 10 that the rates provided are our best rates and we have not given these materials to any Government Department/ PSU/ Institution for lesser than these rates in last one year. The discount offered by them is not lower than those offer to DGS&D and other government departments and shall not offer higher discount than the quoted one during the period of contract to any other government organization failing which the tender will not be accepted/considered (As per Section XVI)	
18.	Signed advance sample of all the quoted items	
19.	Scanned Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years	
20.	Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients	
21.	Scanned copy of GFR-144 (xi) compliance certificate	
22.		

