

ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
ANSARI NAGAR, NEW DELHI - 110029, INDIA.
1ST FLOOR, STORE SECTION (HOSPITAL),
NEAR BLOOD BANK (Main)

TENDER ENQUIRY DOCUMENT



Limited Advertised Tender Enquiry No.: /H/Grocery/2023-24

Rate Contract items : Purchase of Grocery items

Period of Rate Contract : 03 years rate contract basis

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SECTION-I



ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110 029
NOTICE INVITING TENDERS (NTT)

Advertised Tender Enquiry No: /H/Grocery/2023-24
On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, online bids are invited on **Limited Tender Enquiry Basis** in two bid system (Techno-Commercial Bid and Financial Bid) from eligible **Central Govt. PSUs/Organizations** for supply of following Goods for conclusion of Rate Contract for a period of 03 Years: -

S. No.	Brief Description of Goods	Amount of Bid Security/EMD (INR)
1.	Purchase of Grocery items on three years rate contract basis	Rs. 1,00,000/-

CRITICAL DATE SHEET

Published Date & Time	
Bid Document Download/Sale Start Date	
Seek Clarification Start Date	<u>Not applicable</u>
Seek Clarification End Date	<u>Not applicable</u>
Pre-Bid Meeting Date	
Pre-Bid Meeting Venue	
Bid Submission Start Date & Time	
Bid Submission End Date & Time	
Bid Opening Date & Time	

Instructions:

1. Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

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2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> 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 favor of the AIIMS MAIN GRANT ACCOUNT, Account No.39539069789, IFSC Code-SBIN001536, Bank Name-State Bank of India, Ansari Nagar, AIIMS, New Delhi, MICR No.-110002005, and Account Type-Saving. The advanced sample of quoted goods must also be submitted along with the original Earnest Money / Bid Security shall be submitted in the office of Store Officer, Hospital Stores, 1st Floor, M.S. Office, Near Blood Bank, AIIMS, New Delhi-110 029 till "Bid Submission End Date & Time" as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

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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 Rate 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 Rate 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 Rate 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 Rate 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 Rate 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) "DP" means Delivery Period
- viii) "BG" means Bank Guarantee
- ix) "GST" means Goods & Service Tax
- x) "RC" means Rate Contract

2. Introduction

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods as mentioned in Section - VI - "Schedule of Requirements", 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 Rate 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.
- 2.5 Tenders are invited for purchase of Grocery items in Main Hospital for a period of **three years**, extendable up to **01 (One) Year**.

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. Bid Expense

- 5.1 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.

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B. TENDER ENQUIRY DOCUMENT

6. Content of Tender Enquiry Document

6.1 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
- Section VII - Technical Specifications
- Section VIII - A) Qualification Criteria
- B) Performa for Performance Statement
- Section IX - Tender Acceptance Form
- Section X - Price Schedules (BoQs)
- Section XI - Bank Guarantee Form for Bid Security
- Section XII - Bank Guarantee Form for Performance Security
- Section XIII - Rate Contract Forms
- Section XIV - Performa of Consignee Receipt Certificate
- Section XV - Performa of Final Consignee Acceptance Certificate

6.2 The relevant details of the required goods, the terms, conditions and procedure for Tender, bid evaluation, placement of Rate 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.

7. Corrigendum to Tender Enquiry Document

7.1 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

7.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.

7.3 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.

8. Clarification of Tender Enquiry Document

8.1 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".

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C. PREPARATION OF BIDS

9. Documents Comprising the Bid

9.1 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) 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.
- ii) Scanned copy of "Specifications Quoted" as per Section- VII of Tender Enquiry Document viz-a-viz technical specification of the quoted goods.
- iii) Scanned copy of "Tender Acceptance Form" as per Section IX to be uploaded.
- iv) Scanned copy of "Performance Statement" as per Section VIII along with relevant copies of orders and End Users' satisfaction certificate to be uploaded
- v) Scanned Copy of GST Registration Certificate.
- vi) The tenderer should submit statement of financial standing from their C.A. The annual audited turnover of last financial year may be provided.
- vii) The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":
 - a) Scanned copy of Documentary evidence, as necessary in terms of clauses of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the Rate Contract if its bid is accepted to be uploaded.
 - b) 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.
 - c) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Limited/Private Limited Firm in the country of origin as the case may be to be uploaded.
 - d) An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all Directors.
- viii) Scanned Copy of undertakings and Other Documents as per TED.

Note:

1. 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 of the goods offered to be uploaded.

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

The below mentioned (Section X) 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 New Delhi.

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ii) The rates will be quoted inclusive of all taxes and levies, packing forwarding and insurance charges. Tenders not confirming to these requirements are liable for rejection & no correspondence thereof shall be entertained whatsoever. ○

9.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a Rate 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.

9.3 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.

9.4 Bid sent by fax/email shall be ignored.

10. Bid Currencies

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

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

11 Bid Prices

11.1 The Bidder shall indicate in the Price Schedule provided in BOQ all the specified components of prices shown therein including the 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. All the columns shown in the Price Schedule should be filled up as required.

11.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with

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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.

11.3 If there is more than one schedule in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.

11.4 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 Rate Contract on the selected bidder on any of the terms offered.

12. Firm Price

12.1 ~~Tenderer to offer maximum fixed discount on MRP on all the groceries items, which shall remain fixed during the contract period.~~

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

12.2 Statuary variation in GST will be applicable.

13 Documents Establishing Bidder's Eligibility and Qualifications

13.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the Rate Contract if its bid is accepted.

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

14.1 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.

14.2 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.

14.3 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.

15. Bid Security (BS) /EMD

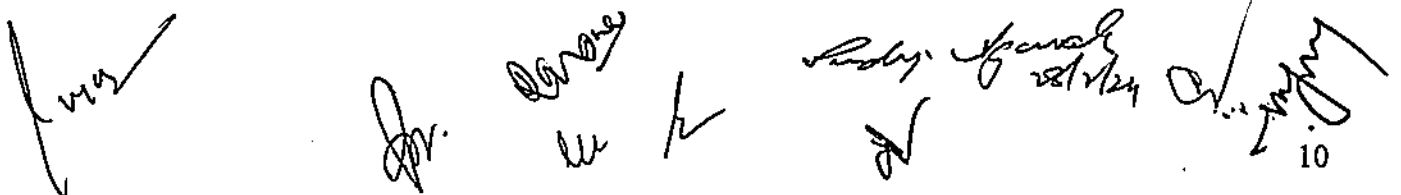
15.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).

15.2 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

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which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.

- 15.3 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.
- 15.4 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
- 15.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of as indicated in the NIT payable at New Delhi. 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 VIII in these documents.
- 15.6 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.
- 15.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 15.8 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.
- 16. Bid Validity**
- 16.1 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.
- 16.2 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.
- 16.3 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.



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

- 17.1 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>.

17.2 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.

17.3 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.

17.4 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

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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.

18. Submission of Bids for uploading on CPP Portal

- 18.1 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.
- 18.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 18.3 Bidder has to select the payment option as "offline" to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 18.4 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.
- 18.5 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.
- 18.6 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.

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- 18.7 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.
- 18.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 18.9 Upon the successful and timely submission of bids (ie 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.
- 18.10 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.
- 18.11 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

19. 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

20. Basic Principle

20.1 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.

21. Scrutiny of Bids

21.1 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.

21.2 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.

21.3 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.

21.4 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 IX (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 not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
- v) 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.
- vi) Poor/unsatisfactory past performance.
- vii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/AIIMS, New Delhi.
- viii) Bidder has not agreed to currency of Rate Contract period.
- ix) Bidder has not agreed for the delivery terms and delivery period.
- x) 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.

22. Minor Infirmary/Irregularity/Non-Conformity

22.1 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.

23. Qualification Criteria

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

24. Item-wise Evaluation

24.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

25. Comparison of Bids

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

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26. Purchase Preference for Evaluation

26.1 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.

27. Bidder's capability to perform the Rate Contract

27.1 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 Rate Contract satisfactorily.

27.2 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.

28. Contacting the Purchaser

28.1 From the time of submission of bid to the time of awarding the Rate 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.

28.2 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 RATE CONTRACT

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

29.1 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 Rate Contract, without incurring any liability, whatsoever to the affected bidder(s).

30. Award Criteria

30.1 Subject to the above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser. In cases where advance samples have been called in "Special Instructions to Bidders" in Section III,

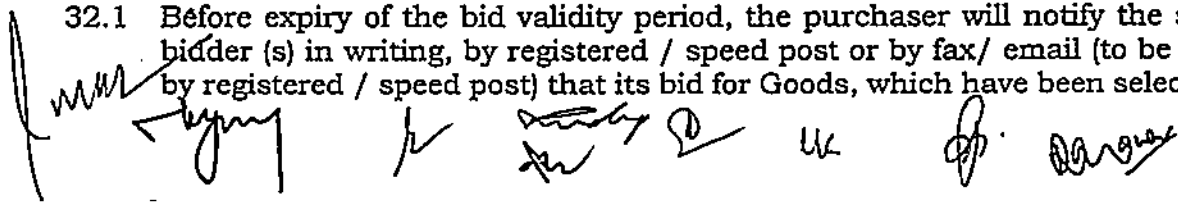
31. Purchase Orders to be placed during currency of Rate Contract

31.1 Purchase Orders will be placed by the Centers/Hospitals/Department/ Store Sections of AIIMS during the currency of Rate Contract.

31.2 It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute.

32. Notification of Award

32.1 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.

32.2 The Notification of Award shall constitute the conclusion of the Rate Contract.

33. Issue of Rate Contract

33.1 Promptly after notification of award, the Purchaser will mail the Rate Contract form (as per Section XIV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

33.2 Within twenty one days from the date of the Rate Contract, the successful bidder shall return the original copy of the Rate Contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

34. Non-receipt of Performance Security by the Purchaser

34.1 Failure of the successful bidder in providing Performance Security and / or returning Rate 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 Section IV.

35. Return of Bid Security/EMD

35.1 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.

36. Publication of Bid Result

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

H. CORRUPT OR FRADULENT PRACTICES

37. Corrupt or Fraudulent Practices

37.1 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 Rate 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 Rate Contract/Purchase Orders execution; and

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ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Rate 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 Rate Contract/Purchase Orders in question;
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate 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 Rate Contract/Purchase Orders.

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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 - 18		No Change

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

39. Advance Samples of Quoted goods

39.1 The advanced samples of quoted goods must also be submitted along with the original Earnest Money / Bid Security to concerned Store Section as intimated in NIT, till "Bid Submission End Date & Time" as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

39.2 In such 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, their "Techno - Commercial Bid" will be rejected.

39.3 Samples of the items in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch No. wherever applicable, should be submitted invariably to Stores Officer (H) between 3.00 P.M. to 4.00 P.M. If required, more identical samples will be asked to submit. Before submitting the tender, the list of samples submitted duly acknowledged should invariably be attached with the technical bid. Those tenders received without sample as detailed above will be summarily rejected and no correspondence will be entertained in this regard. At the time of receiving supply from the approved firm any variations in the supply will not be allowed and supply will be summarily rejected.

39.4 Samples (at least 3 box/piece) of each item separately in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch No., packing size, nutritive value of the items, wherever applicable, should be submitted invariably to Kitchen Department (AIIMS, New Delhi). If required, more identical samples will be asked to submit. Before submitting the tender, the list of samples submitted duly acknowledged should invariably. Those tenders received without sample as detailed above will be summarily rejected and no correspondence will be entertained in this regard. At the time of receiving supply from the approved firm any variations in the supply will not be allowed and supply will be summarily rejected. Every sample must be super-scribed with the name of firm, tender serial number in separate envelope duly sealed, signed and stamped by the tenderer and also mentioned FSSAI License no. on food packet is mandatory.

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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 VII 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 Rate 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 ten percent (10%) of the Annual Estimated Quantity of the items for which Rate Contract is being awarded, valid up to currency of Rate Contract plus Warranty Period (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 XIII of this document
- 3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government, 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 Government.
- 3.4 In the event of any extension of currency of Rate 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 Rate 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).

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4. Technical Specifications

- 4.1 The Goods to be provided by the supplier under this Rate Contract shall conform to the 'Technical Specification' under Sections VII of this document. ○
- 4.2 The Director, AIIMS, New Delhi reserves the right to cancel/reject full or any part of the supply which is not as per specification or approved sample. No further correspondence in this regard will be entertained.

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 Rate Contract specifications and other quality control details incorporated in the Rate Contract.
- 5.2 No payment shall be made for rejected material nor would the tenderer be entitled to claim for such items. Rejected items would be removed by the tenderer within two weeks of the date of rejections at their own cost and replace immediately. In case these are not removed these will be suctioned at the risk & responsibility of the suppliers without any further notice.
- 5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Rate 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.
- 5.4 The Director or his representative will have the right to collect the sample (s) from the supplies made by the approved vendor for test check of the quality of the material from any Govt. approved lab. and if the report states that the quality is spurious or substandard, cost of test will be recovered & penalty as deemed appropriate will be imposed. If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.
- 5.5 If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.

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 Rate Contract. Please note that the time shall be the essence of the contract.
- 6.2 Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).

6.3

Before making the supply, approved rate contract holder should ensure that all labels of cartons, bottles, jars etc. should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item up to primary level. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per rate contract specifications etc.

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- 6.4 Loose/re-packing of items will not be accepted neither at the time of sampling nor at the time of supply. Sample/supply shall be accepted in original packing only.

7. Prices

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

- 7.2 Statuary 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. 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 Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
- ii) "Consignee Receipt Certificate" as per Section XV of Tender document in original
- iii) "Final Consignee Acceptance Certificate" as per Section XVI 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.
- iv) The supplier shall furnish the following certificate to the Accounts Officer (Stores Accounts) along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

9. Delivery

- 9.1 The supplier shall deliver the goods under the Rate Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Rate 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.

- 9.2 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 Rate Contract/Purchase Orders for default.

9.3 If at any time during the currency of the Rate 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.

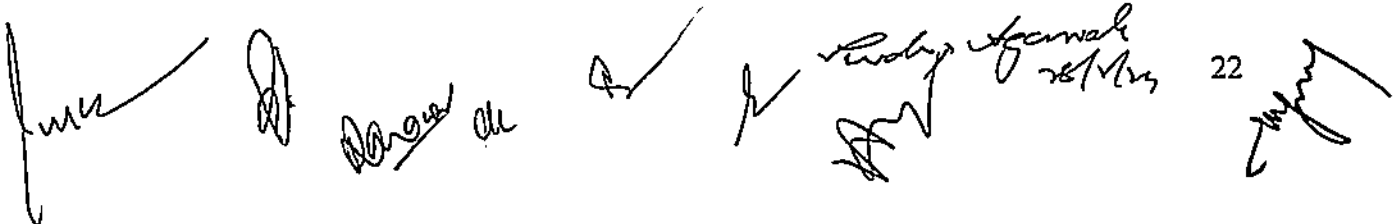
9.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- 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 Rate 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.

9.5 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.

9.6. 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.

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11. Termination for Default

- 11.1 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 Rate 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.
- 11.2 The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.
- 11.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract/Purchase Orders to the extent not terminated.

12. Termination for Insolvency

- 12.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Rate 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.

13. Force Majeure

- 13.1 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 Rate Contract/Purchase Orders is the result of an event of Force Majeure.
- 13.2 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, lockouts excluding by its management and freight embargoes.
- 13.3 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 days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 13.4 If the performance in whole or in part or any obligation under this Rate 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 Rate Contract/Purchase Orders without any financial repercussion on either side.

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13.5 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.

14. Termination for Convenience

14.1 The Purchaser reserves the right to terminate the Rate 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 Rate Contract.

14.2 The Supplier reserves the right to terminate the Rate 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 Rate Contract.

15. Resolution of Disputes

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

15.2 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.

15.3 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 Rate Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Rate 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/-)

15.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Rate Contract/Purchase Orders has been issued, i.e., New Delhi, India.

15.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.

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

16. Withholding and Lien in respect of sums claimed

16.1 Whenever any claim for payment arises under the Rate 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 Rate Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

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16.2 It is an agreed term of the Rate 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 Rate 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.

17. **Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the Rate 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 Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract , the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

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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.

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.

1. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.

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SECTION - VI
SCHEDULE OF REQUIREMENTS & PRICE SCHEDULE FORMAT

REGULAR USE ITEMS

Sr. No.	Items & Packing Size	Yearly requirement (Approx.)	Item-wise MRP as per yearly requirement (Rs.) - (A)	Item-wise fixed Discount offered on MRP in % - (B)	Item-wise Net MRP as per yearly requirement (Rs.) - (A-B)
CEREALS					
1.	Whole Wheat Flour (Atta) -- 05-50kg Bag	1,20,000 Kg.			
2.	Rice Parmal Silky (Chawal) - 25 kg Bag	40,000 Kg.			
3.	Rice Basmati (Chawal) - 01-05 kg	10,800 Kg.			
4.	Mogra Rice -- 05-25 kg	4,000 kg			
5.	Corn Flour --500 gm	4,500 Pkts			
6.	Corn Flakes- 30 gm Pkt.	38,000 Pkts			
7.	White Oats/Muesli - 500-1000 gm	500 Kg			
8.	Sago (Sabudana) - 500-1000 gm	3,000 Kg.			
9.	Refined flour (maida)- 500gm	100 Kg			
10.	Roasted Vermicelli (sevia)- 500gm	1500 Kg			
11.	Broken wheat (dalia)- 500-1000 gm	3,500 Kg.			
12.	Sweet Corn (Canned)- 500-1000 gm	1800 tin			
13.	Semolina (suji)- 500gm	100 kg			

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14.	Rice flakes (poha/chiwra)- 500gm	100 kg			
PULSES					
15.	Rajma - 01-05 kg	6500 kg			
16.	Red gram (arhar dal)- 01-05 kg	6000 kg			
17.	Bengal gram whole (chana dal)- 01-05 kg.	2400 kg			
18.	Black gram dal (urad sabut)- 01-05 kg	3000 kg			
19.	Black gram spilt (urad chilka) - 01-05 kg	3000 kg			
20.	Black gram washed (urad dhuli) - 01-05 kg	2400 kg			
21.	Green gram whole (moong sabut)- 01-05 kg.	2400 kg			
22.	Green gram spilt (moong chilka)- 01-05 kg	4500 kg			
23.	Green gram washed (moong dhuli)- 01-05 kg	5400 kg			
24.	Lentil black (black masoor)- 01-05 kg	2400 kg			
25.	Lentil red (red masoor) - 01-05 kg	2400 kg			
26.	Cow pea (lobia) (red, white) - 01-05 kg	2400 kg			
27.	Bengal gram flour (besan)- 01 kg	4000 kg			
28.	Soya nuggets (badi)- 01 kg	720 kg			

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29.	Black gram nuggets (urad ki badi)- 01 kg	240 kg			
30.	Gram Black (Black Chana) - 01-05 kg	2400 Kg			
31.	Gram White (White Chana) – 01-05 kg	2400 Kg			
SPICES					
32.	Garam Masala- 100 gm	240 kg			
33.	Cumin Seeds (Jeera)- 100-500 gm	180 kg			
34.	Turmeric Powder (Haldi) - 100-500 gm	1200 kg			
35.	Chilli Powder (Mirchi Powder)- 100-500 gm	300 kg			
36.	Red whole Chilli (Mirchi Sabut)- 100-500 gm	120 kg			
37.	Coriander Powder (Dhania Powder)- 100-500 gm	1800 kg			
38.	Green cardamom (Choti Elaichi)- 100 gm	12 kg			
39.	Black Cardamom (Badi elaichi)- 100 gm	12 kg			
40.	Clove (laung)- 100 gm	12 kg			
41.	Tej patta- 100 gm	12 kg			
42.	Cinnamon (Dalchini)- 100 gm	12 kg			
43.	Black Pepper Whole (Kali Mirch)- 100 gm	24 kg			

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44.	Carom seeds (Ajwain)- 100-200 gm	36 kg			
45.	Aniseed (Saunf)- 100 gm	24 kg			
46.	Fenugreek Seed (Methi Dana)- 100 gm	60 kg			
47.	Dry Pomegranate Seeds (Anardana) - 100 gm	12 kg			
48.	Mustard Seeds (Sarson dana)- 100 gm	60 kg			
49.	Chana Masala- 100 gm	60 kg			
50.	Sambhar Powder- 100 gm	36 kg			
51.	Tamarind Pulp (Imli)- 01 kg	240 kg			
52.	Salt Iodised- 01 kg	4800 kg			
53.)	Salt Iodised Sachet - 01 kg <i>g</i>	4,80,000 Sachets			
54.	Black Pepper Sachet- 0.25 gm.	4,80,000 Sachets			
55.	Hing- 50 gm	240 Pkts.			
56.	Dry Mango Powder (Amchoor)- 100 gm	180 kg			
57.	Kasuri Methi- 25 gm	36 kg			
58.	Sabzi Masala- 100 gm	15 kg			
59.	Rajmah Masala- 100 gm	15 kg			
GRAVY BASE					

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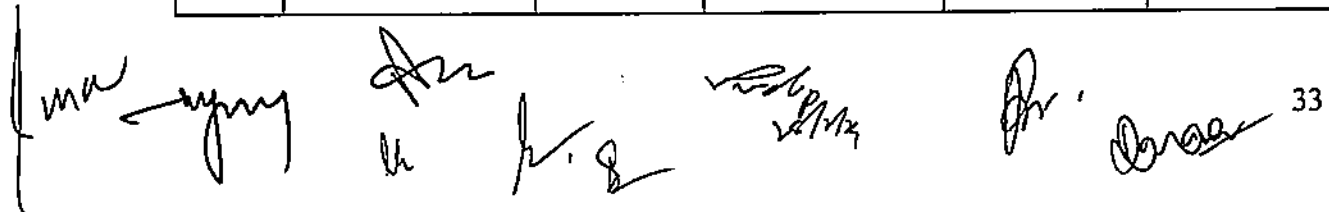
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60.	Onion Tomato Gravy- 200-1000 gm	100 kg			
61.	Tomato Gravy/ paste- 200-1000 gm	100 Kg			
62.	Garlic /Ginger Paste- 200-1000 gm	100 kg			
OILS AND FATS					
63.	Butter Chippet- 10 gm	3,00,000 chippet			
64.	Refined oil (sunflower/soyabe an/Safflower/ groundnut/ Mustard ricebran/canola.etc .)-01-15 Litrs.	12,000 Ltr.			
SUGAR AND OTHER PRODUCTS					
65.	Sugar (Chini)- 01-05 kg	11000 kg			
66.	Sugar Sachet- 05-10 gm	6,00,000 sachets			
67.	Mix Jam Sachet- 15 gm	2,50,000 sachets			
68.	Sweet /Mitha Soda- 01 kg	100 kg			
69.	Milk Sachet (powder)-03-10 gm	5,50,000 sachets			
70.	Eggs- 40-60 gm	07 Lakhs			
71.	Tomato Puree- 01 kg	720 Kg			
72.	Tomato Sauce/ ketchup- 01 kg.	60 Bottles			
73.	Tea-250-500 gm	1500 kg			
74.	Tea bag- 01 gm	4,80,000 Bags			
75.	Custard powder- 200-500 gm	100 Pkts			

76.	Instant soup (tomato/sweet Corn/mushroom/m ix veg etc.)- 1 kg.	1200 Tin			
77.	Raisins - (kishmish)- 1 kg	10 kg			
78.	Cashewnut (kaju)- 1 kg	10 kg			
79.	Almond (badam)- 1 kg	10 kg			
80.	Ground nut (mungfali)- 1 kg.	10 kg			
81.	Marie Biscuit (10gm)-02 Pcs Pkt	1,80,000 no.			
82.	Sweet/Namkin Biscuit-50-100gm	50,000 no.			

AS AND WHEN REQUIRED ITEMS

S.No.	Items & Packing Size	Yearly requirement (Approx.)	Item-wise MRP as per yearly requirement (Rs.)	Item-wise Discount offered (Rs.)	Item-wise Net MRP as per yearly requirement (Rs.)
83.	Roohfaza Bottle- 750 ml	36 Bottle			
84.	Gluten free Dalia/gluten free Suji- 1 kg	36 kg			
85.	Gluten free flour- 1 kg	25 kg			
86.	Gluten free Biscuits-10-200gm	100 Pkt			
87.	Sugar free Biscuits-10-200gm	100 Pkt			
88.	Bajra Atta- 1 kg	100 kg			
89.	Ragi Atta - 1 kg	100 kg			



90.	Barnyard Millet-1kg	100 kg			
91.	Little Millet-1 kg	100 kg			
92.	Sattu Powder-1 kg	100 kg			
93.	Roasted Chana - 100-1000 gm	100 kg			
94.	Makhana- 100-1000 gm	10 kg			
95.	Roasted Peanuts - 100-1000 gm	50 kg			
96.	Milk Powder - 100-1000 gm	40 kg			
97.	Vinegar Bottle (white) - 700 ml	12 Bottle			
98.	Soya Sauce-700ml	12 Bottle			
99.	Chilli Sauce-700ml	12 Bottle			
100.	Coffee sachet-02gm	1500 sachet			
101.	Tomato Ketchup Sachet - 05-15 gm	5000 sachet			
102.	Jelly - 100-500 gm	50 packets			
103.	Tetra pack sugar free Orange/ apple/mango/ pineapple/mix fruit juice - 200 ml	1000 packets			
104.	Tetra pack Orange/ apple/ Mango/ pineapple/ mix fruit juice- 200 ml	1000 packets			
105.	Coconut Water in tetra pack-200 ml	1000 packets			
106.	Macroni/Pasta - 100-500 gm	100 packets			

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107.	Veg. Cake- 100- 200 gm	1500 packets			
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Note: No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered by the Purchase Officer during the tenure of the contract.

Terms of Delivery:

Free Delivery at Consignee's Site(s)

Delivery Period:

The delivery period should not exceed 07 (seven) days for all supplies but in emergency the delivery period may be reduced up to 24 hours and firm is bound to supply the items within DOD (Date of delivery) period. Such supply orders shall be stamped "Emergency" to distinguish them from routine orders. In case of failure to supply the goods within DOD (Date of delivery) period, they may be debarred, after three defaults, from participating in the next tender/ three years and their EMD/ Bid Security/Performance Security Money may be forfeited and risk purchase clause will be invoked.


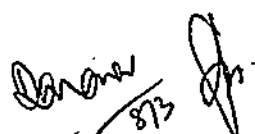



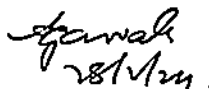

For delayed delivery, liquidated damages will get applied as per GCC.

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SECTION – VII
SPECIFICATION FOR DIETARY PRODUCT

REGULAR USE ITEMS

Sr. No.	Items	Packed Size
CEREALS		
1.	Whole Wheat Flour (Atta)	05-50kg Bag
2.	Rice Parmal Silky (Chawal)	25 kg Bag
3.	Rice Basmati (Chawal)	01-05 kg
4.	Mogra Rice	05-25 kg
5.	Corn Flour	500 gm
6.	Corn Flakes	30 gm Pkt.
7.	White Oats/Muesli	500-1000 gm
8.	Sago (Sabudana)	500 -1000 gm
9.	Refined flour (maida)	500gm
10.	Roasted Vermicelli (sevian)	500gm
11.	Broken wheat (dalia)	500-1000 gm
12.	Sweet Corn (Canned)	500-1000 gm
13.	Semolina (suji)	500gm
14.	Rice flakes (poha/chiwra)	500 gm
PULSES		
15.	Rajma	01-05 kg
16.	Red gram (arhar dal)	01-05 kg
17.	Bengal gram whole (chana dal)	01-05 kg
18.	Black gram dal (urad sabut)	01-05 kg
19.	Black gram spilt (urad chilka)	01-05 kg
20.	Black gram washed (urad dhuli)	01-05 kg

21.	Green gram whole (moong sabut)	01-05 kg
22.	Green gram split (moong chilka)	01-05 kg
23.	Green gram washed (moong dhuli)	01-05 kg
24.	Lentil black (black masoor)	01-05 kg
25.	Lentil red (red masoor)	01-05 kg
26.	Cow pea (lobia) (red, white)	01-05 kg
27.	Bengal gram flour (besan)	01 kg
28.	Soya nuggets (badi)	01 kg
29.	Black gram nuggets (urad ki badi)	01 kg
30.	Gram Black (Black Chana)	01-05 kg
31.	Gram White (White Chana)	01-05 kg
SPICES		
32.	Garam Masala	100 gm
33.	Cumin Seeds (Jeera)	100-500 gm
34.	Turmeric Powder (Haldi)	100-500 gm
35.	Chilli Powder (Mirchi Powder)	100-500 gm
36.	Red whole Chilli (Mirchi Sabut)	100-500 gm
37.	Coriander Powder (Dhania Powder)	100-500 gm
38.	Green cardamom (Choti Elaichi)	100 gm
39.	Black Cardamom (Badi elaichi)	100 gm
40.	Clove (laung)	100 gm
41.	Tej patta	100 gm
42.	Cinnamon (Dalchini)	100 gm
43.	Black Pepper Whole (Kali Mirch)	100 gm
44.	Carom seeds (Ajwain)	100-200 gm
45.	Aniseed (Saunf)	100 gm
46.	Fenugreek Seed (Methi Dana)	100 gm

47.	Dry Pomegranate Seeds (Anardana)	100 gm
48.	Mustard Seeds (Sarson dana)	100 gm
49.	Chana Masala	100 gm
50.	Sambhar Powder	100 gm
51.	Tamarind Pulp (Imli)	01 kg
52.	Salt Iodised	01 kg
53.	Salt Iodised Sachet	01 gm
54.	Black Pepper Sachet	0.25 gm
55.	Hing	50 gm
56.	Dry Mango Powder (Amchoor)	100 gm
57.	Kasuri Methi	25 gm
58.	Sabzi Masala	100 gm
59.	Rajmah Masala	100 gm
GRAVY BASE		
60.	Onion Tomato Gravy	200-1000 gm
61.	Tomato Gravy	200-1000 gm
62.	Garlic /Ginger Paste	200-1000 gm
OILS AND FATS		
63.	Butter Chiplet	10 gm
64.	Refined oil (sunflower/soyabean/ Safflower/groundnut/ ricebran/canola.etc.) Mustard	01 -15 Litrs.
SUGAR AND OTHER PRODUCTS		
65.	Sugar (Chini)	01-05 kg
66.	Sugar Sachet	05-10 gm
67.	Mix jam Sachet	15 gm
68.	Sweet /Mitha Soda	01 kg
69.	Milk Sachet (powder)	03- 10 gm
70.	Eggs	40-60 gm

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71.	Tomato Puree	01 kg
72.	Tomato Sauce/ ketchup	01 kg
73.	Tea	250 -500 gm
74.	Tea bag	01 gm
75.	Custard powder	200-500 gm
76.	Instant soup (tomato/sweet Corn/mushroom/mix veg etc.)	01 kg
77.	Raisins (kishmish)	1 Kg
78.	Cashewnut (kaju)	1 kg
79.	Almond (badam)	1 kg
80.	Ground nut (mungfali)	1 kg
81.	Marie Biscuit (10 gm)	02 Pcs Pkt
82.	Sweet/Namkin Biscuit	50 -100 gm

AS AND WHEN REQUIRED ITEMS

83.	Roohfaza Bottle	750 ml
84.	Gluten free Dalia/gluten free Suji	1 kg
85.	Gluten free flour	1 kg
86.	Gluten free Biscuits	10-200 gm
87.	Sugar free Biscuits	10-200 gm
88.	Bajra Atta	1 kg
89.	Ragi Atta	01 kg
90.	Barnyard Millet	01 kg
91.	Little Millet	01 kg
92.	Sattu Powder	01 kg
93.	Roasted Chana	100-1000 gm
94.	Makhana	100 -1000 gm
95.	Roasted Peanuts	100-1000 gm

96.	Milk Powder	100-1000 gm
97.	Vinegar Bottle (white)	700 ml
98.	Soya Sauce	700 ml
99.	Chilli Sauce	700 ml
100.	Coffee sachet	02-200 gm
101.	Tomato Ketchup Sachet	05-15 gm
102.	Jelly	100-500 gm
103.	Tetra pack sugar free Orange/apple /mango/pineapple/ mix fruit juice	200 ml
104.	Tetra pack Orange/ apple/ Mango/ pineapple/ mix fruit juice	200 ml
105.	Coconut Water in tetra pack	200 ML
106.	Macroni/Pasta	100-500 gm
107.	Veg. Cake	100-200 gm

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Section - VIII

**B) Proforma for Performance Statement
(For the period of last two years)**

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

Order placed by (full address)	Order no. and date ##	Description of items 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 2 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.

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Section - IX
TENDER ACCEPTANCE FORM

To _____

**The Director,
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110 029 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 Rate 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 Rate 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 Rate 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/AIIMS, New Delhi.

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: _____

Signature of Tenderer _____
Seal of the Tenderer _____

SECTION - X

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PRICE SCHEDULE

BOQ may be uploaded as per instructions given in Tender Enquiry Document.

- i) Only those vendors who have quoted for minimum 75% out of the total items will be considered for technical evaluation. Bidder shall quote item-wise price as per the BOQ Format in the tender. The prices quoted shall include loading, unloading, transportation, taxes, fixed discount on MRP and their total price. The price comparison will be made on the basis of the total price quoted based on the yearly consumption mentioned in the BOQ format. The contract shall be awarded to the firm found L-1 for the total quoted price of minimum 75% of the composite requirement. For the items, for which only one bidder has quoted their prices, for such items, contract can be awarded on nomination basis.
- ii) In case of discrepancy between the total price quoted and the item-wise price quoted, the total of the item-wise break-up price calculated shall prevail and total price quoted shall be corrected accordingly to evaluate the L-1 bidder.

SECTION - XI
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, New Delhi
(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 Rate Contract/Purchase Orders or
 - b. If the bidder fails or refuses to accept/execute the Rate 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 up to _____ (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)

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SECTION - XII
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

has undertaken, in pursuance of Rate Contract No. _____

dated _____ valid from _____ to _____ for supply

_____ (insert description of goods)
(Hereinafter called "the Contract"),

to AIIMS, Ansari Nagar, New Delhi-110 029
(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 Rate 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

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SECTION - XIII
RATE CONTRACT FORM FOR GOODS
(To be executed on Non-Judicial Stamp Paper worth of Rs.100/-)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(Insert Name of concerned Centre/Hospital/Department/Section)
ANSARI NAGAR, NEW DELHI-110 029

Rate 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 Rate 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 Rate 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) Purchaser's Notification of Award

Note: The words and expressions used in this Rate Contract shall have the same meanings as are respectively assigned to them in the conditions of Rate 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 Rate Contract.

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

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Page | 47 *[Handwritten initials]* *[Handwritten signature]*

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

Item No.	Brief Description of Goods	Unit	Unit Price (in INR)	GST Rate (in %age)	Total Unit Price with GST (in INR)

- 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 up-to _____ to be furnished by _____
6. Currency of Rate Contract from: _____ to: _____
7. Warranty Period/Shelf Life (If applicable): Three Year from the date of acceptance of goods/ 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. Payment terms: As per General Conditions of Contract
9. The Supplier will supply the goods as per Rate Contract against Purchase Orders issued by various Centers/Hospital/Section/Departments/Store Sections of AIIMS, New Delhi.

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

Received and accepted this Rate Contract

Signature, name and address of the supplier's executive duly authorized 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) Rate 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: _____

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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 Rate Contract/Purchase Order and the same has been installed and accepted.

1) Rate 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: _____

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**SECTION- XVI
CHECKLIST**

Sr. No.	Documents to be submitted along with the techno-commercial bid (Part-I)	Attached at page number
1.	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.	
2.	Scanned copy of "Tender Acceptance Form" as per Section IX to be uploaded.	
3.	Scanned copy of "Performance Statement" as per Section VIII along with relevant copies of orders and End Users' satisfaction certificates to be uploaded.	
4.	Scanned Copy of GST Registration Certificate.	
5.	Scanned copy of Documents confirming to Sole Proprietorship/Partnership/Limited/Private Limited Firm in the country of origin as the case may be to be uploaded.	
6.	Scanned Copy of documents Non-blacklisting certificate on firm's letterhead & Affidavit that the firm has no Vigilance case/CBI case pending against it.	
7.	The tenderer should have been in the business for a period of at least 2 years in the Country in relation to the type of items for which the quotations/tenders are being submitted.	
8.	The tenderer is also required to submit an undertaking on their firm's letterhead that they have quoted at least 75% of all the items	
9.	Firm will submit the copies of last 02 year's returns submitted to the concerned department.	

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28/12/24

Dr. A

NOTES

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Pr.
Finance

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Money

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R

Study of wealth
of 18th & 19th
Century