अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR.

सिजुआ, डाक: डुमुडुमा, भुवनेश्वर, ओडिशा- ७५१०१९

SIJUA, POST- DUMUDUMA, BHUBANESWAR, ODISHA- 751019

Website: www.aiimsbhubaneswar.nic.in

e-Tender No. - STORE-64/10/2023-STPUR SEC/13

ई- निविदा - STORE-64/10/2023-STPUR SEC/13

अंक / प्रकाशन दिनांक Issue / Publishing Date	:	**Dt. 06-11-2026**
Download Start Date/Representation start Date	:	**Dt. 06-11-2026**
प्री–दिड सममेलन की दिदि और समय Date & time of Pre-bid Conference	:	**Dt. 13-11-2026 at 03:00 PM**
अभयावेिन प्रापि करने की अंदिम दिदि Last date to receive representation	:	**Dt. 18-11-2026 at 05:00 PM**
Start Date and Time of Submission	:	**Dt. 20-11-2026 at 10:00 AM**
ई–दनदविा जमा करने की अंदिम दिदि एवं समय Last date and time of submission of e-tender	:	**Dt. 05-12-2026 at 05:00 PM**
ई–दनदविा खोलने की दिदि एंव समय Date & time of opening of e-Tender	:	**Dt. 10-12-2026 at 03:00 PM**
दवदिय ि◌ोली खोलने की दिदि एवं समय Date & time of opening of Financial Bid	:	**Opening Notice will be uploaded in CPPP & AIIMS BBSR website.**

e-TENDER DOCUMENT

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

Notice Inviting e-Tender

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

The Executive Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers online through Central Public Procurement Portal-CPPP (***https://eprocure.gov.in/eprocure/app***) as per terms and conditions contained in this document for satisfactory performance for Supply of **One set of Micro Instrument** at AIIMS Bhubaneswar as per the Specifications mentioned in Technical Bid.

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional**. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

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

E-Tendering Portal:

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

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email for Support Technical: support-eproc(at)nic(dot)in

Email for Policy Related - cppp-doe(at)nic(dot)in

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Sr. Procurement-cum Store Officer (I/c)
AIIMS, Bhubaneswar

e-TENDERING SCHEDULE

Name of the e -Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app,
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app,
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app, in the Tender box kept in the Mini Board Room, Directors Office,1st Floor, Admin Building, AIIMS Bhubaneswar-751019(Odisha)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://eprocure.gov.in/eprocure/app, In case the Scheduled date is declared Holiday the
Tender Document Cost payable to AIIMS Bhubaneswar	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://eprocure.gov.in/eprocure/app,

Cost of Bid Document	:	**Nil** (can be downloaded from website)
Amount of Earnest Money Deposit (EMD) (in shape of FDR/BG)	:	**Rs. 60,000/- (Rupees Sixty Thousand only) EMD should be valid for 45 Days beyond the Bid validity (180 days + 45 days)**
Validity of Bid	:	**180** days from the last date of bid submission.
Performance Security	:	**5%** of the value of Contract.
Validity of Performance security	:	**38** months.

Important Dates:

Issue / Publishing Date	:	**Dt. 06-11-2026**
Download Start Date / Representation start Date	:	**Dt. 06-11-2026**
Date & time of Pre-bid Conference	:	**Dt. 13-11-2026 at 03:00 PM**
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Last date and time of submission of e-tender	:	**Dt. 05-12-2026 at 05:00 PM**
Date & time of opening of e-Tender	:	**Dt. 10-12-2026 at 03:00 PM**
Date & time of opening of Financial Bid	:	**Opening Notice will be uploaded in CPPP & AIIMS BBSR website.**

INSTRUCTIONS TO BIDDERS (ITB)

1.1 The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

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

1.3 **Bid Validity:** The validity of the Bid/ Tender Document shall be for **180 days** from the date of opening of the bid.

1.4 **Bidder' Eligibility:** Tender should be quoted only by the original manufacturer (OEM) or by their authorized distributor or selling agent. Bidder other than OEM shall submit a current authority letter from the original manufacturer concerned in the format given at **"Annexure-III".**

1.4.1 The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).

1.4.2 The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

1.4.3 The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

1.4.4 The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

1.4.5 The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.

1.4.6 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

1.4.7 Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents. In case where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.

1.4.8 **OEM Turn Over Criteria**: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs. 25,00,000/- (Rupees Twenty-Five Lakh only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in

respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

1.4.9 **Bidder Turn Over Criteria**: The minimum average annual financial turnover of the Bidder of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs. 13,00,000/- (Rupees Thirteen Lakh only).** Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the Bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

1.4.10 **Experience Criteria**: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for **03 years** as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

1.4.11 If the bidder is a **Micro or Small Enterprise** as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

1.4.12 If the bidder is a **Start-up**, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

1.5 Bidders are required to quote strictly as per specification of the Instruments Set. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV.**

1.6 Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Micro Instrument Set	**01 Set**	**Rs. 60,000/-** **(Rupees Sixty Thousand only)**

Exemption from EMD: Following categories of Sellers shall however, be exempted from furnishing Bid Security:

1.6.1 Firms registered with **NSIC** (for sale of Medical Equipment/Instrument/ Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective departments/ firms have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

1.6.2 **Micro and Small Enterprises (MSEs)** who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

1.6.3 **Start-ups** as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

1.7 Clarification of bidding documents:

The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

All queries/ doubts/ representation/ clarification to be sent by e-mail to below mentioned E-mail IDs with the subject as *"**Representation on Tender for supply of** **One Number Micro Instrument set**"* on or before the allotted due date.

*(Bidder may refer **Annexure-IV** for submitting their representation/clarification).*

spo@aiimsbhubaneswar.edu.in
sp_helpdesk@aiimsbhubaneswar.edu.in

The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received within the last date of receipt of Representation.

1.8 Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).

(ii) At any time till **2 (two) days before** the deadline for submission of bids, the AIIMS Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the

website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till **2 (two)** days before the deadline for submission of bids, shall be binding on the participatory bidders.

1.9 Terms of Two Bid System:

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

1.9.1 **Technical Bid**: All required documents to be submitted online. Additionally, the Original documents in hard copy as sought in the Tender also need to be submitted.

1.9.2 **Financial Bid**: Financial Bid is to be submitted on line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

1.9.2.1 The Rates are to be quoted in the given format as per **Annexure-VII.**

1.9.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, 03 (Three) Years Comprehensive Onsite Warranty inclusive of all spares & labour charges and GST (percentage of GST must be mentioned clearly).

1.9.2.3 The rates should be quoted in Indian Rupees in figures as well as in words. If discrepancy observed in quoted GST among bidders for a particular item, then decision will be taken as per GST confirmation only.

1.9.2.4 If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

1.9.2.5 After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for all item including GST for 3-year warranty subject to MII preference clause.

1.9.2.6 **The bidder who has not quoted for all the goods shall not be entertained, and bid shall be rejected**.

1.9.2.7 Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

1.9.3 Manual Submission of Following Document in <u>original</u>:

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: **e-Tender for *Supply of Micro Instruments* at AIIMS, Bhubaneswar**. The sealed envelope should reach on or before the last date & time of submission of e- Tender online failing which the Bid will not be considered.

a. Original EMD.
b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I.**
c. Notarised affidavit on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**
d. Self-Certification under Preference to "MAKE IN NDIA" Policy **by OEM** as per **Annexure-VI**

1.10 Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

1.11 Public Procurement (Preference to Make in India/MSEs/Start-ups):

1.11.1 Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.

Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid.

Eligible micro and small enterprises will be allowed to participate.

Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

a) 'Class-I Local Supplier' with local content equal to or more than 50%.
b) 'Class-II Local Supplier' with local content more than 25%, but less than 50%.
c) 'Non - Local Supplier' with local content less than or equal to 25%.

Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof

1.11.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued 3 / 7 by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such

Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.

1.11.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order 2012 and Preference to Make in India in Public procurement will be as per the guidelines laid down by the OM No.F.1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure amended from time to time.

1.12 Procurement outside GeM:

As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller ID. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.
An undertaking also to be given in company letter head that "**Such already registered suppliers should on-board products/services on GeM as and when the item or service gets listed on GeM**".

1.13 Bid Opening:

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at same time.

1.14 Evaluation of Bid:

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for the entire set with comprehensive warranty subject to above mentioned conditions.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.11 above.

Sr. Procurement-cum Store Officer (I/c)
AIIMS Bhubaneswar

2.0 GENERAL TERMS AND CONDITIONS:

2.1 The validity of the Bid /Tender Document shall be for **180 days** from the date of opening of the bid.

2.2 Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent, who shall submit a current authority letter in support of the same from the original manufacturer (OEM) concerned in the format given at "**Annexure-III"**.

Bidders are required to quote strictly as per specifications of the Instruments. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure-IV and should be submitted on or before the last date of representation**.

Additional features if any, should be listed separately in the offer.

2.3 The model of the item offered should be brand new and should not be refurbished or obsolete, out of production for at least 05 years from the date of installation and commissioning of the Instrument Set.

2.4 The Instruments supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said Instrument or such portion thereof as may be discovered not to conform to the said description and quality.

2.5 The Bidder should state categorically whether they have fully trained technical staff for efficient after sales services.

2.6 Deleted.

2.7 36 Months Onsite Warranty:

2.7.1 The Bidder will submit a written Warranty /Guarantee from the manufacturer for 36 (Thirty-six) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of installation & commissioning absolutely at no extra cost to the institute (If required). It should ensure that the instruments being offered are the latest model as per the specifications.

2.7.2 The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 05 years from the date of acceptance of the Instruments and undertake to provide the same to the institute at no extra cost.

2.7.3 The supplier further warrants that the items/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the AIIMS, Bhubaneswar specifications) or workmanship or from any act or omission of the supplier

that may develop under normal use of the supplied Instruments and Sterilisation Containers under the conditions prevailing in India.

2.7.4 Replacement and repair will be undertaken for the defective Instruments at no extra cost. Proper marking has to be made for all for identification. If at any time the Instruments and Sterilisation Containers are beyond repair / replacement at its location and needs to be taken to vendor's authorised service centre for repair / replacement, a backup/ standby must be provided subject to other administrative formalities.

2.7.5 Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

2.8.1 The firm will be required to guarantee that the Instruments and Sterilisation Containers including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime on yearly basis throughout the warranty period as well as during the service contract period).

2.8.2 Upon receipt of notice from the buyer, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Instruments and Sterilisation Containers or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/accessories/stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

2.8.3 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

2.8.4 The firm will be required to pay a penalty of Rs. 500/-(Rupees Five Hundred only) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the Instruments and Sterilisation Containers in functioning order is in any way directly, even partially, attributable to the supplier OR the warranty period will be extended double the down time by the vendor for every day of delay occurred.

2.9 The Supplier along with its Indian Agent and the warranty provider shall ensure trouble free functioning of the Instruments and Sterilisation Containers supplied by them to the purchaser for 03 years from the date of acceptance.

2.10 **Fall Clause:** If at any time during the execution of the contract, the Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such equipment, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhubaneswar/ other INI /PSUs at a price lower than the price chargeable under the contract

during the Currency of the contract, they will forthwith notify AIIMS, Bhubaneswar. The difference in cost due to such reduction or sale or offer of sale would be refunded by the bidder to AIIMS Bhubaneswar, if the contract has already been concluded or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

2.11 DELIVERY OF THE INSTRUMENT SET:

2.11.1 The Delivery of Instruments set should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.

2.11.2 The firm will be bound to Supply the **Instrument Set** within **45 days** from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The institute will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

2.11.3 If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

2.11.4 Part/Partial supply will not be accepted. For any part/partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.

2.11.5 The firm shall supply the Instrument with proper packing and marking for transit so as to be received at destination free from any loss or damage.

2.11.6 The Instrument should be adequately covered under transit insurance at the risk and cost of the bidder.

2.12 Option clause: The purchaser reserves the right to place orders for additional quantity up to 25-30% of the originally contracted quantity at any time at the same rate and terms of the contract during the currency of the contract.

2.13 The Executive Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of Instruments (If required).

2.14 INSPECTION OF SUPPLIES:

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhubaneswar and or his authorized representatives in AIIMS Bhubaneswar premises at designated place.

2.15 PAYMENTS:

2.15.1 100% payment of the total order value shall be released after the successful delivery and acceptance of all the ordered Instruments in good condition and on furnishing of Performance Security & execution of Contract Agreement and Satisfactory installation furnished by the user department (subject to requirement) of AIIMS, Bhubaneswar.

2.15.2 For processing the payment, the supplier has to submit three copies of Invoice along with receipted challan copy, Installation Report duly counter signed by the user department and other relevant papers like Lorry Receipts etc.

2.15.3 All payments shall be made in Indian Rupees only.

2.16 PERFORMANCE SECURITY DEPOSIT:

2.16.1 The successful Bidder will be liable to deposit 5 % of value of the Contract / Purchase Order as Performance Security Deposit in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee" or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank. These instruments are subject to verification from issuing bank before its acceptance by the authorities.

2.16.2 The Performance Security should be valid for 38 months from date of installation, which is refundable after 2 months of expiry of the contract/warranty period of 3 (Three) years subject to successful fulfilment of terms and conditions and on receipt of requisite "No Dues Certificate" from the concerned Departments /authorities. While making such instruments as PSD, bidders may take care of the period of coverage in the instrument as stated above.

2.16.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.17 DISPUTES AND ARBITRATION:

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

2.18 LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2.19 POWER TO IGNORE MINOR DEVIATIONS:

AIIMS Bhubaneswar reserves right to ignore any trivial nature of deviation(s) in tender documents as decided by the competent authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

2.20 OTHERS:-

2.20.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of all the Instruments and Sterilisation Containers including 03 years' warranty.

2.20.2 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25-30 per cent for ordering if so warranted.

2.20.3 The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Executive Director, AIIMS Bhubaneswar. If it is found that the firm has given sub- contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.

2.20.4 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Instrument set at AIIMS Bhubaneswar.

2.20.5 If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

2.21 Debarment from bidding.

(i) A bidder shall be debarred if he has been convicted of an offence-
(a) under the Prevention of Corruption Act, 1988; or
(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
(ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2.22 Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes
(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
(c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
(g) obstruction of any investigation or auditing of a procurement process.
(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) Disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

2.23 The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

2.24 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS Bhubaneswar authorities.

2.25 The Executive Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Seal & Signature of Bidder

3 Technical Bid (Specification):

Name of the e -Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

3.1 Schedule of Requirements:

The institute requires 01 Set of Micro Instrument to be used by the Burn Centre. The goods need to be delivered within 45 days from placing of Purchase Order at the Central Store of AIIMS Bhubaneswar at the quoted/ negotiated price without any additional cost to the institute as per specifications given below.

3.2 Technical Specifications

Specification for Micro Surgical Instrument Set

1. Microsurgical instruments specially designed in consideration with the depth of the operating field, for free tissue transfer / nerve repair.
2. The instruments should be balance in design to put the centre of gravity between webspace & index finger.
3. Instruments should be curved to facilitate needle driving.
4. The micro scissors should be specially designed for minimum closing pressure and for equal pressure distribution along the blades.
5. Handles should be round with spring instrument configuration & with curved blades. They should be rounded at the tips with radius of 0.2mm & adventitia scissors should have very sharp tips that are pointed for fine trimming & suture cutting. The superfine needle holder's scissors & forceps should have a tip dia of 0.2mm, for very fine vessels in children & neonates.
6. All instruments should have special ergonomic design & have well-made tips for high durability.
7. The vessel dilator should have special ball point form of the tips so that the dilating pressure is evenly distributed over the entire area of the vessel.
8. Needle holder should be specially designed for secure grip due to parallel closure over the entire jaw length and closing pressure precisely calibrated for minimising fatigue. They should have stronger tips to withstand higher pressure tip dia 0.3mm or 0.4mm and upto 45gm/mm2 for larger vessels
9. Micro clamps should be light, compact robust corrosion resistant & have unique gripping surface. They should have smooth sliding bar action on all approximator clamps for vessel diameter of 0.4mm to 5.0mm, pressure of 5 gm/mm2 to 15gm/mm2.
10. TC Instruments should have a uniform grip & should have moulded structure, not mere inserts

11. Should have complete set as listed below:

MICRO INSTRUMENTS SPECIFICATION		
SL NO	SPECIFICATIONS	QUANTITY
1	Jewellers Forcep 11 cm long flat handle 9mm wide st. tip dia 0.3 mm	3 Nos
2	Forceps 13.5 cm long, straight	3 Nos
3	Forceps 18 cm long, straight	3 Nos
4	Dilator 13.5 cm long, straight tip 0.2 mm	3 Nos
5	Needle Holder without lock, round handle, 15 cm, straight	2 Nos
6	Needle Holder round handle, 15 cm. Tip 0.3 mm "Thin Blondeel"	3 Nos
7	Dissecting Scissors 15 cm long, round, straight, fine toothed	3 Nos
8	Adventitia Scissors 15 cm long, round, curved	3 Nos
9	Double approximator without frame 11mm,closing pressure for Veins	3 Nos
10	Double approximator without frame 17mm,closing pressure for Veins	3 Nos
11	Microvascular Single clamp 11mm, closing pressure for Veins	3 Nos
12	Microvascular Single clamp 17mm, closing pressure for Veins	3 Nos
13	For vessel size 1.5 to 3.5mm Single clamps	3 Nos
14	Clamp applying forceps 14 cm long	3 Nos
15	For vessel size 1.5 to 3.5mm approximator	3 Nos
Demonstration is required for the above instrument set		

Checklist for Technical Bid submission:

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company. 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
C	Whether you have fully trained technical staff for installation/commissioning of the Instrument set and efficient after sales services? If yes, Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the self-attested copy of PAN Card) GST No. (enclose GST Registration Certificate of the firm)		
E	**Bid Security- Rs. 60,000/-** **FDR/BG No…… Date……**		
F	Documents as per 1.6, if bidder is claiming for EMD exemption. (NSIC/MSE/Start-ups)		
G	Documents showing OEM & Bidder Turn Over Criteria as per Tender Clause 1.4.8 & 1.4.9		
H	Documents showing Experience for OEM/Bidder as per Tender Clause 1.4.10		
I	Documents as per Tender Clause 1.4.11 & 1.4.12, if Bidder is claiming relaxation for Turnover and Experience. (MSE/Start-ups)		
J	Undertaking for acceptance of all Terms & Conditions in original **(Annexure-I**).		
K	Notarised affidavit as per **Annexure –II** on Indian Non-Judicial Stamp Paper of Rs.10/- (If you don't submit this, your tender will be out rightly rejected.)		
L	Manufacturers' Authorisation form as per **Annexure – III (**Undertaking by manufacturer of Instrument set for servicing the equipment & supply of spare parts & labour whenever required for a period of 03 years i.e., 03 years warranty)		
M	Have you previously supplied these items to any government/ reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per **Annexure–V**. (PO copies of similar item supplied must be enclosed.)		
N	All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self-declaration on Class of Supplier and Local contents. **Annexure–VI**		
O	Financial Bid as per **Annexure – VII** (Note: to be submitted on line only)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
P	Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM) N.B. The bidder who is not registered with GeM at the time of submitting the tender, needs to submit an undertaking on firm's letter head that GeM Seller Id will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt suitably.		
Q	Country of origin: Copy of Certificate of Registration with Competent Authority in case of a OEM/bidder is from country sharing land border with India		
R	Literatures/ catalogue pertaining to technical details, makes/brands of the Instrument Set with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
S	Manual Submission of Documents as per Tender Clause 1.9.3		
T	<u>Bank Details:</u> 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address:		
U	Integrity Pact		
V	Any other information, if necessary		

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no. e-mail id. Etc.)

Reference No.

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid for the supply of *Instrument Set/ Services* in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We are submitting this bid as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-III (OEM's Authorization).

We hereby certify that We / our Principals/ OEM M/s…… are proven, established, and reputed manufacturers with factories at …… which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used.

We further declare that we have fully trained technical staff for installation commissioning of the Instrument Set and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, address: _____, Phone No. _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security Declaration (BSD, in lieu of Bid Security) in stipulated format and other documents as required under this bid.

Signature of the bidder with seal

Annexure-I

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

UNDERTAKING

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

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.

2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhubaneswar.

3. The Equipment/Instruments/Apparatus shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.

4. I/We undertake to arrange for a demonstration of the Equipment /Instruments / Apparatus, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.

5. I/We hereby undertake to supply the Instrument set during the validity of tender as per directions given in supply order within stipulated period positively.

6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.

7. If I/We fail to supply the Instrument Set in stipulated period, necessary action can be taken by the Executive Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.

8. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.

9. Performance security of 3% of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Executive Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 38 months from date of installation).

10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt.

Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Instrument Set at the prices and rates not exceeding those mentioned in the Financial Bid.

12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Instrument by Principal Manufacturer in Original to AIIMS Bhubaneswar.

14. I/we have necessary infrastructure for the maintenance of the Instrument and will provide all accessories/spares as and when required during warranty period as well as CMC period if applicable.

15. I/we undertake to get the Instrument repaired within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs.500/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 38 (Thirty Eight) months.

16. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance , Dept of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).

    I/we undertake that "**the Instrument Set in tender will be boarded on GeM as and when the item or service gets listed on GeM**" as a registered supplier in GeM.

17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Executive Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
With seal of firm
(Name of Bidder)
Place ……
Date……

ANNEXURE – II

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-Judicial Stamp Paper duly attested by Public Notary)

I…….. S/o……..
Resident of ……
……
do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s. ……
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
   (Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organisation within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6 I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

Signature

(Name)

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Annexure-III

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

Manufacturers' Authorisation Form

(*The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer*.)

Date : ***Insert date (as day, month and year***) of Bid Submission
Tender No. : (***Insert number from Invitation for Bids.)***

To
The Executive Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS

We (***Insert Complete name of Manufacturer***), who are official manufacturer in (***Insert type of goods manufactured),*** having factories at (***insert full address of Manufacturer's Factories),*** do hereby authorise (Insert ***Complete Name of Bidder***) to submit a bid the purpose of which is to provide the following Instrument, manufactured by us (**insert *name and or brief description of the Instrument*),** and to subsequently negotiate and sign the contract.

We accept the Warranty / Guarantee condition mentioned in the tender documents of AIIMS Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of spare parts for the period of 05 years for supplied Instrument to AIIMS Bhubaneswar.

Signed: (***insert signature of authorised representative of the manufacturer***)

Name: (***insert complete name of authorised representative of the manufacturer***)

Duly authorised to sign this authorisation of behalf of: (**insert complete name of manufacturer**)

Date on _____ day of _____, _____ **(insert date of signing)**

Annexure - IV

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

Deviation/suggestion Statement Form need to be submitted as representation on or before Last date of submitting representation to the designated e-mail addresses.

Deviation/Suggestion Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification/Tender Clause	Deviations/suggested change in Tender Clause	Remarks (including Justification)

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Note:

Decision on such representation will be taken by AIIMS Bhubaneswar and final corrigendum/addendum if required will be issued prior to the Closing date of Tender. No deviation on the specification after the issue of final Corrigendum/Addendum will be accepted during Technical evaluation or will be considered during the course of Contract.

Annexure – V

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

Performance Statement Form

Name of the Firm .....

Sl	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Instrument)	Have the items been installed & commissioned satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder .....
Place:
Date:

Note: Documents to be attached in support of the above (i.e., recent PO copies for supply of similar Instrument to other AIIMs/ INI/ PSU).

ANNEXURE-VI

Format for Self-Certification under Preference to"MAKE IN NDIA" Policy

CERTIFICATE TO BE GIVEN BY MANUFACTURER

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No.: P- 45021/2/2017-PP(BE-II) dt. 16.09.2020 as amended from time to time along with clarifications/amendments and other references as issued from time to time, we hereby certify that we M/s. (supplier name) are supplier meeting the requirement of Minimum Local content as per below declaration.

As defined in above orders/circulars/clarifications/amendments for the material against GeM **e-Tender No:** ***STORE-64/10/2023-STPUR SEC/13, Dated 06-11-2026.***

Details of Location (Complete Address) at which local value addition will be made is as follows:

_____

_____

_____

We also understand that the Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent and is not included services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC, etc.) and any other subsequent circular/amendment/order as issued by competent authority.

Accordingly, we declare to be (Tick One)

(i) Class-I Supplier (50% or more local content) ☐

(ii) Class-II Supplier (more than 25% but less than 50% local content) ☐

(iii)Non-Local Supplier (less than or equal to 25% local content) ☐

County of origin of offered Product(s): _____

The country of origin for the subject product(s) does not belong to the entities of countries (if any) which have been identified by the Ministry of Health and Family Welfare (MoHFW) as not allowing Indian companies to participate in their Govt. Procurement for any item related to the MoHFW.

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

Seal and Signature of Authorized Signatory

Annexure- VII

Financial Bid (Part –I)

e -Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

S.No.	Description / Comment	Part No/Code.	Qty.	Rate Per Unit	GST (%)	Amount (including GST)
1	Jewellers Forcep 11 cm long flat handle 9mm wide st. tip dia 0.3 mm		3 Nos			
2	Forceps 13.5 cm long, straight		3 Nos			
3	Forceps 18 cm long, straight		3 Nos			
4	Dilator 13.5 cm long, straight tip 0.2 mm		3 Nos			
5	Needle Holder without lock, round handle, 15 cm, straight		2 Nos			
6	Needle Holder round handle, 15 cm. Tip 0.3 mm "Thin Blondeel"		3 Nos			
7	Dissecting Scissors 15 cm long, round, straight, fine toothed		3 Nos			
8	Adventitia Scissors 15 cm long, round, curved		3 Nos			
9	Double approximator without frame 11mm,closing pressure for Veins		3 Nos			
10	Double approximator without frame 17mm,closing pressure for Veins		3 Nos			
11	Microvascular Single clamp 11mm, closing pressure for Veins		3 Nos			
12	Microvascular Single clamp 17mm, closing pressure for Veins		3 Nos			
13	For vessel size 1.5 to 3.5mm Single clamps		3 Nos			
14	Clamp applying forceps 14 cm long		3 Nos			
15	For vessel size 1.5 to 3.5mm approximator		3 Nos			
					Total amount including GST	

Make:		To be mentioned for each line.
Model:		
Year of Manufacture:		
Country of Origin:		
Certification: (US-FDA/ CE/ ISO/BIS/ISI)		

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site and cost involved for maintenance of the Instrument including spares & labour charges for 3-year warranty period. No other charges would be payable by the Institute.
3. That I/We shall supply the equipment/ instruments of requisite quality. Demonstration is required for the above instrument set.
4. That the Instrument will be delivered within 45 days from date of Supply Order and as per conditions of GTC.
5. Onsite unconditional Warranty: 03 (Three) years from date of successful installation & commissioning of Instrument.
6. That I/We undertake that the information given in this tender are true and correct in all respect.
7. The contract will be awarded to the bidder who has quoted lowest price for the entire set with comprehensive warranty subject to tender terms & conditions. All items must be quoted.

Signature of the bidder with seal.

Date:
Place:

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Executive Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and …… (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of …… (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. …… (Rupees …… only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to **e -Tender No. STORE-64/10/2023-STPUR SEC/13, Dt. 06-11-2026.**

1. We, …….. (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. …….. (Rupees…….. Only) on demand by the AIIMS Bhubaneswar.

2. We, ……..(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees ……..only)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, …….. (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Executive Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, …….. (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

7. We, …….. (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up to ……unless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ……. (Rupees ……..) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ……..day of ……for……..(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form
(To be made on Rs 100.00 Non-Judicial Stamp/E Stamp Paper)
FORMAT of Contract Agreement for

Name of the e-Tender: Supply of One set of Micro Instrument for the Department of Burn & Plastic Surgery at AIIMS, Bhubaneswar.

e-Tender No. STORE-64/10/2023-STPUR SEC/13 Dt. 06-11-2026

This agreement is made at Bhubaneswar on the_____day_____month of Two Thousand Twenty-Six between **All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called **'Client'** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party.**

BETWEEN

M/s._____, having its registered office at _____(hereinafter called the **'Vendor/Agency/OEM/ Authorized Dealers'** which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.
WHEREAS the **'Client'** is desirous to engage the **'Vendor'** for supplying of minimal invasive surgery instrument set on e-Tender basis at AIIMS Bhubaneswar for which the **'Vendor'** has accepted the terms and conditions as per the Tender document for execution and completion of supply of minimal invasive surgery instrument set as well as guarantee of trouble-free use of such minimal invasive surgery instrument set and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. **Period of Contract Agreement:** The contract shall be for a period of 05 (Five) years from the date of satisfactory delivery and acceptance of all minimal invasive surgery instrument set.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
(b) General Conditions of Contract (GCC).
(c) Special Condition of Contract.
(d) Technical Specification
(e) Technical and Financial Bid
(f) Clarifications of Pre Bid queries and amendment/ corrigendum published before bid opening.
(g) Amendment/corrigendum on technical specifications.
(h) All the correspondence till award of contract i.e. Notification/Letter of Award.
(i) Supply/Purchase Order placed to the vendor
(j) Payment Terms: as per Terms & Conditions of the Tender Document
(k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document

3. **Warranty/Guarantee:**

The Instruments will be with 36 (Thirty Six) months Onsite Warranty including Spare Parts & Labour etc. for trouble free use and maintenance of the facility from

the date of satisfactory delivery and acceptance no extra cost to the institution, it ensures that the minimal invasive surgery instrument set are the latest model as per the Purchase Order specifications and the spares for the Instruments/equipment will be available for a period of at least 03 (Three) years of the warranty/ guarantee period.

4. <u>Penalty & Recovery of Sums Due:</u>

(a) The Vendor guarantees that the minimal invasive surgery instrument set will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime on yearly basis throughout the warranty period as well as during the service contract period).
Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Instruments/Equipment/ Accessories or parts thereof, free of cost, at the ultimate destination. The Vendor shall take over the replaced parts/ accessories/ stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/ accessories/ stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

(b) If the vendor, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the Vendor and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the Vendor.
The Vendor will be required to pay a penalty of Rs. 500/-(Rupees Five Hundred only) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the Instruments in functioning order is in any way directly, even partially, attributable to the Vendor.

(c) In case the Penalty Amount is not paid by the Vendor, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the Vendor.

5. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

6. **<u>Fall Clause:</u>** If at any time during the Contract period, the Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organisation including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Vendor is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

7. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Executive Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

8. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

9. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

10. **Performance Security:** The Vendor/Agency/Authorized Dealer have to furnish Performance Security of Rs. …… (Rupees ……..) ***(Performance Security Amount as per Purchase Order)*** in shape of FDR/ TDR/ Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 38 months i.e. Three years + Two months after completion of obligations under the contract.

11. **Insolvency etc.:** In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.

12. **Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

13. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

14. **Obligation of the Vendor**: The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The vendor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty if any imposed by any

15. statutory authority of this contract and paid on behalf of the vendor.

16. In addition to above, all other terms and conditions express and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand Twenty-Six and shall be valid for _____ Years.

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

For and on behalf of the **'Vendor /Agency /Authorized Dealer'** Signature of the Authorized Official Name of the Official Seal of the **'Vendor/ Agency/ Authorized Dealer'** Signed, sealed and delivered by the said official of Vendor in presence of		For and on behalf of the **'Executive Director, AIIMS, Bhubaneswar'** Signature of the Authorized Officer Name of the Officer Seal of the **Authorized Officer** Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____		Witness: _____ Name: _____ Address: _____ _____ _____

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

EMail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cppp-doe(at)nic(dot)in**

INTEGRITY PACT

(As per Central Vigilance Commission of India Letter No- 025/VGL/067/74733 Dated-10-10-25

1. To improve transparency and fairness in tendering process and/or during execution of Tender undertaken, the Purchaser is to implement a transparency pact.

2. The Pre-Contract Integrity Pact, signed by all the prospective Bidders and the Purchaser shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Integrity Pact with the Purchaser shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Annexure) provided in the tender is a basic qualifying requirement.

3. Pre-contract Integrity Pact is to be executed on plain paper with AIIMS Bhubaneswar at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

4. To oversee the compliance under the Integrity pact, ***Shri Santanu Mukherjee***, Ex-MD SBH has been appointed as Independent External Monitor (IEM) by the CVC for the Buyer. The contact address of IEM is as under:

Shri Santanu Mukherjee, *Flat No-303, E-Tower, My Home* *ABHRA Opp. Inorbit Mall, Madhapur* *Hyderabad, Telengana-500032* *e-Mail ID-santanu96@gmail.com*	***Shri Anup Kumar Srivastava,*** *Flat No-1406,* *Pavilion Heights-1,* *Sector-128, Noida,* *Gautam Buddha Nagar,UP-201304* *email ID : priyanup@yahoo.com*

Appendix - 'I'

(Format of Integrity Pact)

PRE-CONTRACT INTEGRITY PACT

Between

AIIMS Bhubaneswar under Ministry of Health & Family Welfare, Govt. of India hereinafter referred to as " The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

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

WHEREAS the Buyer proposes to procure under laid down organizational procedures, contract/s for ---------- (Name of the Tender/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No. …….

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Enterprise.

NOW, THEREFORE,

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

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

Commitments of the Employee:

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

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

3. All the officials of the Buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

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

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

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

   (b) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Buyer for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

(o) In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

Previous Transgression

2. The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

Earnest Money (Security Deposit)

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

Sanctions for Violations

4. Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question. shall entitle the Buyer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Appendix to Integrity pact** and initiate all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by the Buyer, along with interest as per the provision of contract.

(v) To debar the Bidder/Contractor from participating in future bidding processes of AIIMS Bhubaneswar, as per provisions of "Guidelines on Banning of Business Dealings" of AIIMS Bhubaneswar. (**Appendix to Integrity pact**), which may be further extended at the discretion of the Buyer.

(vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

Independent External Monitor(s)

5.The Buyer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

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

(ii) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitor reports to Executive Director, AIIMS Bhubaneswar.

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

(iv) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform Executive Director, AIIMS Bhubaneswar and request AIIMS Bhubaneswar to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(v) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder/Contractor. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Executive Director, AIIMS Bhubaneswar and recuse himself / herself from that case.

(vi) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

(vii)The Monitor will submit a written report to the Executive Director, AIIMS Bhubaneswar, within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

8. This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Buyer, i.e. Bhubaneswar (Odisha). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

Other Legal Actions

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

10. Changes and supplements as well as termination notice need to be made in writing. If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

Validity

11. The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

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

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

14. In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the Buyer	For & On behalf of the Bidder / Contractor
(Office Seal) Place---------- Date	(Office Seal) Place---------- Date
Witness1._____ (Name and address) 2._____ (Name and address)	Witness1._____ (Name and address) 2._____ (Name and address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

Introduction

1. AIIMS Bhubaneswar deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the Tender undertaken. It is not in the interest of AIIMS Bhubaneswar to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of Tender undertaken. AIIMS Bhubaneswar is committed for timely completion of the Projects within the awarded value without compromising on quality.

2. Since suspension/ banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

Scope

1. AIIMS Bhubaneswar reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

3. These guidelines shall apply to all the units of AIIMS Bhubaneswar.

4. The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

5. "Investigating Committee" shall mean a Committee appointed by Competent Authority to conduct investigation.

Initiation of Banning / Suspension

1. Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned.

2. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may lso be competent to initiate such action.

Suspension of Business Dealings

1. If the conduct of any Agency dealing with AIIMS Bhubaneswar is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency.

2. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency.

3. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period.

4. However if the investigations are not completed within six months, the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings.

5. The order of suspension shall be effective throughout AIIMS Bhubaneswar in case of Tender falling in the Competency of Executive Director.

6. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

8. The format for intimation of suspension of business dealing is placed at **Appendix – III.**

Ground on which Banning of Business Dealings can be initiated

1. If the security consideration, including questions of loyalty of the Agency to AIIMS Bhubaneswar so warrants;
2. If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
3. If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
4. If the Agency uses intimidation / threatening or brings undue outside pressure on AIIMS Bhubaneswar or its official for acceptance / performances of the job under the contract;

5. If the Agency misuses the premises or facilities of AIIMS Bhubaneswar, forcefully occupies or damages the AIIMS Bhubaneswar's properties including land, water resources, forests / trees or tampers with documents/records etc.

6. If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

7. If the Tender awarded to the agency has been terminated by AIIMS Bhubaneswar due to poor performance of the contract in the preceding 5 years.

8. If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the institute (AIIMS Bhubaneswar) or even otherwise;

9. On any other ground upon which business dealings with the Agency is not in the public interest.

10. If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to AIIMS Bhubaneswar or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

Procedure for Banning of Business Dealings

1. An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Purchase/Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be Executive Director and above members (as applicable) for Tenders falling in the competency of Executive Director.

2. The order of Banning of Business Dealings shall be effective throughout the AIIMS Bhubaneswar. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

3. The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

   (a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

   (b) To recommend for issue of show-cause notice (after vetting by legal dept.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".

   (c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

   (d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for AIIMS BHUBANESWAR on account of the act/ omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

Show Cause Notice

1. Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at **Appendix -IV** of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

2. The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

3. If the Agency requests for inspection of any relevant document in possession of AIIMS BHUBANESWAR, necessary facility for inspection of documents may be provided. During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

4. Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

5. In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

Speaking Order

1. The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

2. The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order.

3. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Appendix– V.**

Period of banning

1. In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the competent authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for AIIMS BHUBANESWAR on account of the act/ omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5

years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

2. In case the information/documents submitted by Agency in competing for the tender found to be false/forged then AIIMS Bhubaneswar, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to AIIMS BHUBANESWAR then banning period of Agency shall be extended by another one year.

Effect of Banning:

1. As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the Tender.

2. The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

3. During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

4. After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

5. Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Tender order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub- Vendor /Sub-Contractor earlier.

6. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

7. Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

However, in case of a default by a Subcontractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

Hosting at AIIMS Bhubaneswar website

1. The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to the _____ for displaying the same on the AIIMS Bhubaneswar website.

Appeals against the Decision of the Competent Authority

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation committee constituted by the appellate Authority shall study the report of the previous investigating committee and replies submitted by the Agency while filing its case for appeal and call the agency for personal hearing, if requested by the agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Appellate Agency as well as the Competent Authority (as per format enclosed as **Appendix-VI** with these guidelines).

Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of AIIMS Bhubaneswar.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

FORMAT FOR INTIMATION OF SUSPENSION OF BUSINESS DEALING

BY REGD. POST/SPEED POST/COURIER

No. Date:

To M/s,,,,,,,,,

Attn.: Shri,,,,,..

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

1. Whereas the Tender of.....was awarded to your firm vide letter of award no .....,dt,.....amounting to Rs..... OR in response to AIIMS BHUBANESWAR NIT (e-tender / physical tender) no .....dt. ..... you have submitted your bid. (strike out whichever is not applicable)

2. Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

"Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm This order shall have the following effects:

(i) Further business dealings with your firm is Suspended within Region/Project/Unit of AIIMS Bhubaneswar. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension.

(ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

(iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

(iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued

(v) In case of ongoing contracts between you & AIIMS BHUBANESWAR, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) In case the Firm is in Joint Venture the following would also be applicable:

Participation of Agency in Joint Venture

1. Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding.

2. However, where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

Banning of joint Venture:

1. As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

2. Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

3. Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Tender order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

4. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
5. Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

6. On expiry of the above period of Suspension/Banning, you may approach, *(Indicate the concerned procurement department*), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of AIIMS BHUBANESWAR

Appendix –IV

FORMAT OF SHOW CAUSE NOTICE

BY REGD. POST/SPEED POST/COURIER

Ref. No,,,,. Date,,,,.

To

M/s ,,,,,,,,,,.

,,,,,,,,,,..,,

Attn.: Shri ,,,,,,.....

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with AIIMS BHUBANESWAR for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case you desire to present your case in person to AIIMS BHUBANESWAR, a personal hearing shall be conducted on…….at Hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of AIIMS BHUBANESWAR

Appendix – V

FORMAT FOR INTIMATION OF BANNING OF BUSINESS DEALING

BY REGD. POST/SPEED POST/COURIER

Ref. No,,,. Date,,,

To

M/s ,,,,,,,,,

Attn.: Shri ,,,,,,..

Sub: Intimation of Banning of Business Dealings

Dear Sir,

1. Whereas the Tender of ,,,,. was awarded to your firm vide letter of award no ,dtd,.. amounting to ,,,,. OR In response to AIIMS BHUBANESWAR NIT (e-tender / physical tender) no ,,,dt. ..... you have submitted your bid.(strike whichever is not applicable).

2. Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

"Brief of the Default may be mentioned"

3. Whereas show cause notice vide no , dtd,..was served upon you. (Whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. .....dt. _and presented your case in the personal hearing dated…….(if any). After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated.....(if any), it hasbeen decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with AIIMS Bhubaneswar.

4. In order to make the intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a show cause notice and consideration of representation in reply to show cause notice, opportunity of personal hearing, if any, shall be communicated to the agency concerned along with a reasoned order. The order for banning should also contain the reasons with detailed justification for conclusion of decision to ban the agency. Also the fact that if no reply to the show cause notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and / or violation of any provision of Tender / Contract condition having serious implications.)

This order shall have the following effects:

5. Further business dealings with your firm are banned with immediate effect. The order of Banning would operate for a period of _____years/month Competent Authority may extend the period of Banning.
6. During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry/ Bid/ Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
7. In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
8. In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
9. In case of ongoing contracts between you & AIIMS BHUBANESWAR, (including cases where contract has already been awarded before the issue of banning order) you will be required to continue with the execution and perform as per terms of the contract.
10. In case the Firm is in Joint Venture the following would also be applicable.

Participation of Agency in Joint Venture:

1. Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding.

2. However, where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

Banning of joint Venture:

1. As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past.

2. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

3. Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders. Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Tender Order/Purchase Order/Contract on your agency as a Sub Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub- Contractor earlier.

4. There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair Tenders on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

5. Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

6. On expiry of the above period of Banning, you may approach_____ (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

7. Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Authority:
Designation:

Yours faithfully,

Address
Ph No
e-mail
For on behalf of AIIMS, Bhubaneswar

FORMAT FOR COMMUNICATION OF APPELLATE DECISION ON SUSPENSION/ BANNING ORDER

BY REGD. POST/SPEED POST/COURIER

Ref No,,,. Date,

To

M/s ,,,,,,,,,

Attn.: Shri ,,,,,,..

Sub: Suspension / Banning of Business Dealings - Intimation of decision of Appellate Authority Ref:

1. Order dated……. Placing M/s..... on Suspension/Banning List by AIIMS Bhubaneswar;

2. Your Appeal reference……. Dt……..

Dear Sir,

1. This has reference to the order dt,,, placing you on Suspension/Banning List and your appeal petition reference

…….....dt,. on the same.

2. After considering the findings of the Original Authority in order and submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that:

3. There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/ Banning for the period of, years/month from the date of order, as ordered by the original Authority is upheld,

4. Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for,,, years/months from the date of order of original authority;

5. Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

*(*** Incorporate any one of the above as applicable)*

In order to make the Communication of Appellate Authority on Banning of Business Dealings speaking in Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency his defence and if any opportunity of personal hearing has been given to the agency as apart of principle of natural justice shall invariably be mentioned in the communication. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency.

Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the agency. In case the option for banning of agency or reduction of time period for banning of agency is exercised then above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of banning

business dealings, default by the agency under fraudulent or any unethical practice and / or violation of any provision of Tender / Contract condition having serious implications.)

Yours faithfully,

Address, Ph No,e-mail

For on behalf of AIIMS Bhubaneswar

*********End of Tender Document********