

**MAIN HOSPITAL STORE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
ANSARI NAGAR, NEW DELHI-110 029, INDIA**

**TENDER ENQUIRY DOCUMENT**

**(Two Bid System for Rate Contract)**



**Advertised Tender Enquiry No. LP/H/AIIMS/2025-26 for Empanelment of  
Retail Local Purchase Chemist(s)/Suppliers for supply of Drugs and Surgical  
Consumables items on day to day basis at AIIMS**

## **SECTION I**



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

Advertised Tender Enquiry No : **LP/H/AIIMS/2025-26**

On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified Chemists/ Bidders for **concluding for Empanelment of Retail Local Purchase Chemist(s)/Suppliers for supply of Drugs and Surgical Consumables items on day to day basis at AIIMS**

### **CRITICAL DATE SHEET**

Published Date & Time	<i>09/02/2026 at 09:30 AM</i>
Bid Document Download/Sale Start Date	<i>09/02/2026 at 09:30 AM</i>
Seek Clarification Start Date	<i>09/02/2026 at 09:30 AM</i>
Seek Clarification End Date	<i>16/02/2026 at 05:00 PM</i>
Pre Bid Meeting Date	<i>18/02/2026 at 02:30 PM</i>
Pre Bid Meeting Place & Address	<i>Seminar Room, Ground Floor, MS Office Wing, AIIMS, New Delhi</i>
Bid Submission Start Date & Time	<i>26/02/2026 at 09:30 AM</i>
Bid Submission End Date & Time	<i>12/03/2026 at 04:30 PM</i>
Bid Opening Date & Time	<i>13/03/2026 at 04:30 PM</i>

**Instructions:**

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in GIB of Tender Enquiry Document.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document.
6. Intending bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **AIIMS Main Grant**. The original Earnest Money/Bid Security must be delivered to **Sr. Store Officer, Main Hospital Store, AIIMS, New Delhi-110029** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

## **SECTION II**

### **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

#### **A. PREAMBLE**

##### **I. Definitions and Abbreviations**

###### **Definitions:**

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

###### **Abbreviations:**

- (i) “ATE” means Advertised Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.

- (iii) "GIB" means General Instructions to Bidders
- (iv) "SIB" means Special Instructions to Bidders
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DP" means Delivery Period
- (viii) "BG" means Bank Guarantee
- (ix) "GST" means Goods & Service Tax
- (x) "LP/L.P. Chemist" means the firm who will enter into contract for local/ emergency purchase.

## II. Introduction

- a. The Purchaser has issued these Tender Documents **for Empanelment of Retail Local Purchase Chemist(s)/Suppliers for supply of Drugs and Surgical Consumables items on day to day basis at AIIMS.**
- b. The bids will be invited separately for **(A) Drugs & (B) Surgical Items**. The bidders quoting the top five highest discounts for each category **(A) & (B)** will be empanelled for a period of 2 years, extendable by one more year based on satisfactory performance.
- c. The top five vendor(s) quoting highest (%age) percentage of discount will be selected for empanelment for each category i.e. Drugs & Surgical Items and next three bidders in each category will be kept in the waitlist, and included in the empanelled vendor list, as and when any of the originally empanelled vendor(s) is/are excluded due to breach of contract/ tender terms.
- d. After empanelment, Hospital Store will invite the rate of discount on MRP for each category in sealed envelopes from the empanelled vendors for every quarter on 10<sup>th</sup> day of last month of previous quarter and the vendor(s) offering the highest discount on MRP for each category will be selected for the respective quarter with approval of the Competent Authority.
- e. Brief details of the previous local purchase is as given below:

(Amount in Crores)

Centre/ Deptt.	FY 2022-23	FY 2023-24	FY 2024-25	Total	Avg.
Hospital Billing Section (EHS Pharmacy/Grant/ Hosp. Store)	70.59	48.48	71.36	190.43	63.47
Cardio-Neuro Centre	2.69	7.89	5.52	16.1	5.36
Dr. BRA IRCH	1.55	0.97	2.00	4.52	1.5
Dr. R. P. Centre	0.66	1.15	0.58	2.39	0.79
JPNA Trauma Centre	0.174	2.098	2.59	4.86	1.62
Centre for Dental Education & Research	0.22	0.25	0.55	1.02	0.34
NCI Jhajjar	1.5	1.6	3.64	6.74	2.24
Total	99.164	87.18	86.24	272.58	90.86

- f. This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.

- g. The bidder shall also read the Special Instructions to Bidders (SIB) related to this tender, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- h. Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

### **III. Language of Bid**

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

### **IV. Eligible Bidders**

This Invitation for Tenders is open to all bidders who fulfill the eligibility criteria specified in these documents.

### **V. Bid Expense**

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

## **B. TENDER ENQUIRY DOCUMENT**

### **I. Content of Tender Enquiry Document**

The relevant details of the requirements, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the tender documents. The interested bidders are expected to examine all such details etc to proceed further.

### **II. Corrigendum to Tender Enquiry Document**

At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.

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

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

### **III. Clarification of Tender Enquiry Document**

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

## **C. PREPARATION OF BIDS**

## **I. Documents Comprising the Bid**

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

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

- i. Scanned copy of “EMD/Bid Security” to be uploaded.
- ii. Scanned copy of “Tender Acceptance Form” to be uploaded.
- iii. Scanned copy of “Performance Certificates” as required in TED to be uploaded
- iv. Scanned Copy of GST Registration Certificate.
- v. Annual Turnover certificates for required Financial Years issued by a Chartered Accountant along-with Audited Balance Sheets, Profit & Loss Statement, Income Tax Returns, GST Returns are required to be uploaded. These should pertain to the sale of drugs & surgical items.
- vi. Scanned copy of Power of Attorney in favor of signatory of Tender/Bid to be uploaded.
- vii. Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

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

### **B) Price Bid**

1. The price bid format is provided as BoQ\_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid along-with other required documents in pdf format. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, bid will be completely rejected and tenderer is liable to be debarred from doing business with AIIMS New Delhi for 02 years.
2. The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:
  - i. A ‘Sole Proprietor’ of the firm or constituted attorney of such Sole Proprietor.
  - ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
  - iii. Constituted attorney of the firm if it is a company.

#### Note:

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

4. A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
  5. Bid sent by hand/post/fax/email shall not be accepted and will stand rejected.
  6. The quoted discount shall be valid for the entire duration of the agreement as well as extended period with the chemist.
- II. Bid Currency:** The bidder shall quote the price only in Indian Rupees (INR). However in this tender; Minimum Rate of Discount in % shall be quoted in whole number and not in decimals.
- III. Bid Security (BS) /EMD:** Each tender should be accompanied with an EMD/Bid security amounting to Rs. 1,00,000 (Rupees One Lakh Only) by way of demand draft/ bank guarantee/FDR drawn in favor of “AIIMS Main Grant” valid for a period of forty-five (45) days beyond the validity period of the bid, failing which the tender shall not be considered for acceptance and will be out rightly rejected. No interest is payable on EMD/Bid security. The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- IV. Bid Validity:**
1. If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
  2. In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
  3. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.
- D. SUBMISSION OF BIDS**
- I.** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
  - II.** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
  - III.** Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
  - IV.** Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be given in person to the concerned official, latest by the date as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically submitted, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
  - V.** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to



be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white/blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- VI.** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VII.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VIII.** Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- IX.** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

**E. ASSISTANCE TO BIDDERS**

- I.** Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- II.** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**F. BID OPENING**

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

**G. SCRUTINY AND EVALUATION OF BIDS**

- I.** Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- II.** The Technical Selection Committee will shortlist the Technical Bids on the basis of technical parameters i.e. pre-qualification certificates and site visits, (if decided by the committee) as per tender conditions and specifications.
- III.** The bidder/ chemist has to maintain and demonstrate (as and when asked for) the availability of medicines & surgical items on the counter (On-Site visit will be made by the committee/ representatives of the Institute to check the performance of the chemist, availability of medicines/ surgical items at counter) by informing the chemist about site-visit 24 hours in advance. The performance of the chemist may also be checked by placing a dummy order.
- IV.** Those tenderers who fail to submit pre-qualification documents will be summarily rejected and no correspondence will be entertained in this regard.

- V.** The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- VI.** The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- VII.** The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- VIII.** The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
  - i. Tender Acceptance Form (signed & stamped) not uploaded.
  - ii. Bid validity is shorter than the required period.
  - iii. Required Bid Security (Amount, validity etc.) has not been uploaded as per stipulated provisions.
  - iv. Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of Tender Enquiry Documents for due performance of the contract.
  - v. Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document.
  - vi. Poor/unsatisfactory past performance.
  - vii. Bidders who stand de-registered or/ and banned or/ and blacklisted by any Govt/ Pvt. Organization.
  - viii. Bidder has not quoted for the entire requirements.
  - ix. Bidder has not agreed for the delivery terms and delivery schedule.
  - x. If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders through CPP Portal asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored. The same may be asked through e-mail if required to get any clarification regarding the bid.
  - xi. The AIIMS reserves the right to accept or reject the quotations of the vendors without assigning any reason.
- IX. Financial bid evaluation :**
  - i. The Commercial Bids of only the tenderers shortlisted from the Technical Bids will be opened.
  - ii. The tenderers have to quote discounts in percentage on Maximum Retail Price inclusive of GST across the board for each category as a whole number & not in Decimals/ Range/ Fractions.
  - iii. The discount is to be provided on Maximum Retail Price printed on the packing/ flaps/ bottles/ vials/ strips etc including all taxes/octroy/levy etc.
  - iv. Printed MRP of the manufacturer should not be tampered by the Local Purchase Chemist by using stickers or any other means.

**Criteria for financial bid comparison:**

- 1. Empanelment of five vendors per category will be done for a period of 2 years, extendable by one more year based on performance.

2. The 1st five vendor(s) quoting highest (%age) percentage of discount will be selected for empanelment for each category i.e. Drugs & Surgical Items.
3. The quarters have been fixed as per the financial year i.e. April to June (Quarter 1), July to September (Quarter 2), October to December (Quarter 3) & January to March (Quarter 4).
4. All the empanelled vendors will submit the rate of discount on MRP for each category every quarter and the vendor(s) offering the highest discount on MRP for each category will be selected for the respective quarter.
5. The highest rate of discount on MRP quoted in tender for the respective category shall be fixed as minimum rate of discount on MRP and the empanelled vendors have to offer the rate of discount on MRP higher than the minimum rate of discount.

**X. QUALIFICATION CRITERIA:**

Bids of the bidders, who have not uploaded documents required as per TED or do not meet the tender requirement, will be treated as non - responsive and will not be considered further.

**XI. Bidder's capability to perform the contract:**

- i. The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as successful evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule of requirement, then, such determination will be made separately for each schedule.
- ii. The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser. This exclusion will be valid till duration of the contract.

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

**H. AWARD OF CONTRACT**

- I.** The bids will be invited separately for **(A)** Drugs & **(B)** Surgical Items. The bidders quoting the top five highest discounts for each category **(A) & (B)** will be empanelled for a period of 2 years, extendable by one more year based on performance.
- II.** The top five vendor(s) quoting highest (%age) percentage of discount will be selected for empanelment for each category i.e. Drugs & Surgical Items and next three bidders each category will be kept in the waitlist, and included in the empanelled vendor list, as and when any of the originally empanelled vendor is excluded due to breach of contract/ tender terms, till the duration of this tender.
- III.** The quarters have been fixed as per the financial year i.e. April to June (Quarter 1), July to September (Quarter 2), October to December (Quarter 3) & January to March (Quarter 4).
- IV.** All the empanelled vendors will submit the rate of discount on MRP for each category every on 10<sup>th</sup> day of last month of previous quarter and the vendor(s) offering the highest discount on MRP for each category will be selected for the respective quarter.

- V.** The highest rate of discount on MRP quoted in tender for the respective category shall be fixed as minimum rate of discount on MRP and the empanelled vendors have to offer the rate of discount on MRP higher than the minimum rate of discount.
- VI.** AIIMS, New Delhi reserves the right to increase/ decrease the number of vendors to be empanelled or re-call the tender as deemed fit.
- VII. In case of same discount offered by two or more bidders/ empanelled vendors:** The situations of tie-up cases/ identical offers with same rate of discount provided by more than one bidder and tie-breaker procedure to be adopted is as below:

<b>Situation</b>	<b>Question</b>	<b>Tie-breaker procedure (in order of listing)</b>
During tender evaluation; more than one bidder quoted the same 5th/ 6th Highest rate of discount	Who will be the 5 <sup>th</sup> vendor for empanelment	Preference will be given to the bidder as under whose: 1. Turnover of the bidder: <u>Priority/Preference/Chance</u> will be given to the chemist with more turnover.
More than one empanelled bidders offered the same Highest rate of discount for a quarter	How to select the successful vendor for that quarter	2. Duration of Establishment: <u>Priority/Preference/Chance</u> will be given to the chemist having longer period of establishment.

**VIII. Purchaser's Right to accept any bid and to reject any or all bids:**

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

**IX. Notification of Award**

Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing by hand/ email that its bid has been accepted, also briefly indicating there in the essential details like description, contract period, scope of services, corresponding prices accepted & any other. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. The Notification of Award shall constitute the conclusion of the Contract.

**X. Issue of Contract:**

Promptly after notification of award, the successful bidder will provide documents as required in notification of award and the contract form will be signed by the authorized signatory of the bidder and Finance Division thereafter.

**XI. Non-receipt of Performance Security and Contract by the Purchaser:**

In case of failure by the approved vendor to furnish the Performance Bank Guarantee within the specified period, or to extend it at a later date, the AIIMS shall without prejudice to any other right or remedy available in law, forfeit the Bid Security/ Bank Guarantee. In addition, the firm shall be debarred from participating in the tender for local purchase at AIIMS for a period of 2 **years** from the date of debarment.

**XII. Return of Bid Security/EMD:**

The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period and that of successful bidder will be returned after submission of the performance bank guarantee.

**I. CORRUPT OR FRAUDULENT PRACTICES**

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

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

**SECTION III**

**SPECIAL INSTRUCTIONS TO BIDDERS (SIB)**

The following Special Instructions to Bidders will apply for this tender. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II.

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

**SECTION IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**I. Application:**

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

**II. Use of contract documents and information**

- i. The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- ii. Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause II (i) above except for the sole purpose of performing this contract.

### **III. Performance Security:**

- i. The approved/ empanelled firms will have to submit Performance Bank Guarantee for Rs. 50,00,000/- separately for each category i.e. Drugs & Surgical Items from any Scheduled/ Nationalized Bank valid for 90 days beyond the period of the contract as performance security in the name of "AIIMS Main Grant". However, in case of the extension of the contract at a later date, the validity of the performance guarantee shall have to be extended for a period of 90 days beyond the period of extension of the contract.
- ii. In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- iii. In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- iv. Subject to GCC clause III (i) above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual.
- v. The guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee bonds of any Nationalized/ Scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any bank is furnished by the approved vendor to the AIIMS as a part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the approved vendor who shall forthwith on demand, furnish additional security to the AIIMS to make good the deficit. The performance guarantee shall be initially valid up-to the stipulated date of completion plus 90 days beyond that. The performance guarantee shall be returned to the 2nd party without any interest after satisfactory completion of work.
- vi. In the event of the contract being terminated or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Competent Authority, AIIMS.

### **IV. Terms & conditions of Delivery**

- 1. Emergent Supplies:** 30 minutes
- 2. Non-emergent supplies:** 60 minutes

3. Orders shall be placed online through Local Purchase Management System (LPMS) as and when it is commissioned. The Authorized Local Chemist shall receive local purchase indent as specified by AIIMS in online manner by accessing LPMS/ EHS system through internet/ intranet as the case may be, as specified by AIIMS.
4. The Authorized Local Chemist shall receive local purchase indent as specified by AIIMS from any of the consignee; online. Indent made telephonically or by other modes should also be supplied within scheduled time period.
5. For emergency, purchases will be made from the Stores or the control room (all orders from the control room are to be taken as emergency purchases, while the store shall specify if a purchase is an emergency).
6. Any item which is requisitioned must be supplied in quantities mentioned in the indent, and must be of the same brand as mentioned in the indent. The supply must reach the indenting area within the time stipulated as above. The discount offered shall be uniformly applicable to all the items (Medicine/ Surgical / Proprietary/Imported drugs/surgical items/ n.e.c.).
7. **Stamping:** The pack/ flap/ bottle/ vial/ strip should be stamped as "AIIMS Supply, Not for Sale".

**V. Assignment:**

The Firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to any other party to execute the contract.

**VI. Sub-Contracts:**

The Firm shall not award sub-contract to any other firm, either in whole or in part, for carrying out its contractual duties, responsibilities and obligations to perform the contract.

**VII. Modification of Contract:**

1. If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - a) Contract validity
  - b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
2. In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract will be amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within seven days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

**VIII. Taxes and Duties**

1. GST (Goods & Services Tax):  
The prices should be inclusive of all taxes. However, at the time of raising invoice; Tax component should be mentioned separately.

**IX. Terms and Mode of Payment**

4. The supply will be accompanied with Challan in triplicate and the firm has to submit the bills on fortnightly basis and payment will be made against the proper bills with all required documents.

5. Payment to the approved vendor for supply made at AIIMS shall be made through Electronic mode i.e. RTGS/NEFT and the charges incurred for affecting such electronic transfers will be borne by the vendors. The details of present charges for NEFT/RTGS are as under:

<u>NEFT:</u>	Up to Rs.1 lakh	Rs. 05/- per transaction
	Rs. 1 lakh and above	Rs. 25/- per transaction
<u>RTGS:</u>	Upto Rs.5 lakh	Rs. 25/- per transaction
	Rs.5 lakh and above	Rs. 50/- per transaction

**X. Percentage of supply:**

The selected firm will have to supply at least **99%** of all the indented items of the same brand and in the quantity as requested from each list (within stipulated time as given above), from any user area of the Hospital/ Institute on any given day.

**XI. Brand:**

The firm shall supply only the brand indented. However, if the same brand cannot be supplied, then substitute should be from reputed firm with explicit verbal prior concurrence of indenting officer i.e. Pharmacist In-charge, EHS pharmacy or the Store-keeper, medicine/ surgical store. Such verbal concurrence should be formalized in writing at the earliest opportunity within 72 hours.

**XII. Penalty (Penalties will be imposed as per the billing cycle, but shall be calculated on a daily basis.):**

- i. **Non- supply:** In case of non-supply, penalty of Rs. 10,000/- on each occasion will be levied. The same penalty will also be applicable on emergency supplies. In case, such instances are observed more than three times in a month, this penalty will be doubled, i.e. Rs. 20,000/- per occasion and warning shall be issued to the Chemist to improve their services. If no improvement is observed after imposing penalties and warnings, the matter may be brought before TSEC for recommending administrative action against the said Chemist like debarring for two years at AIIMS, New Dehi and forfeiture of Performance Security.
- ii. **Partial Supply:** Penalty @ Rs. 500/- per unit of not supplied items below the stipulated **99%** limit on a daily basis will be imposed.  
eg. Total Demand = 150 items, supplied = 120 items  
Minimum items to be supplied i.e. 99% of Demand= 150 x 99% = 148.5 i.e. 149 items.  
Penalty will be: (149-120) items x Rs. 500/- = Rs. 14,500/-
- iii. **Delayed Supply/ Brand substitution without prior approval:** Penalty of Rs. 1,000/- per instance shall be levied. In case there are more than 3 such instances in a month, the penalty amount will be doubled to Rs. 2,000/- per instance & warning will be issued to the Chemist to improve their services. If no improvement is observed after imposing penalties and warnings, the matter may be brought before TSEC for recommending administrative action against the said Chemist like debarring for two years at AIIMS, New Delhi and forfeiture of Performance Security.
- iv. **Partial supply below 90%:** In case of supply received is less than 90% of the demanded items in any month of the particular quarter; the bidder will be excluded from the list of empanelled vendors and will not be eligible to quote the rate of



discount for the subsequent quarter/s or remaining period of contract. AIIMS reserves the right to add more vendors in empanelment from the waiting list.

**XIII. Risk Purchase:** In case the successful vendor (Rank-1) fails to supply any item, the same shall be procured from the next ranked empanelled bidder. The difference in the discount offered shall be recovered from the Rank-1 bidder in addition to above referred penalties.

For example, if Rank-1 bidder offers 30% discount on MRP, Rank-2 offers 25%, Rank-3 offers 20%, Rank-4 offers 15% and Rank-5 offers 10% discount on MRP:

**a)** If Rank-1 bidder fails to supply an item and the same is supplied by Rank-2 bidder at 25% discount, the differential amount of 5% shall be recovered from Rank-1 bidder.

**b)** If Rank-2 bidder also fails to supply and the item is supplied by Rank-3 bidder at 20% discount, the differential amount of 10% shall be recovered from Rank-1 bidder.

**c)** Similar procedure shall be followed by giving opportunity to all empanelled vendors in order of ranking.

**XIV. Termination for Default:**

1. The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to perform any contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
2. The Performance Security in such cases will be forfeited.

**XV. Termination for Insolvency**

1. The firm should have not been under liquidation or in-process of insolvency.
2. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.
3. Any obligation/ payment due to the firm will be deducted from the Performance Guarantee.

**XVI. Force Majeure:**

Notwithstanding the provisions contained in General conditions of tender/ War like situation/any major natural calamity the supplier shall not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

**XVII. Termination for Convenience:**

The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the

extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective

**XVIII. Notices:**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by Facsimile/email/ registered post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when it is delivered delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**XIX. Resolution of disputes:**

- a. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the vendor/supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the vendor/supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lakh (Rs. 1,00,000/-).

**XX. Venue of Arbitration and Jurisdiction of the court:** The venue of arbitration and Jurisdiction of the court shall be New Delhi, India.

**XXI. Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**XXII. Withholding and Lien in respect of sums claimed:**

1. Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
2. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**XXIII. Fall Clause:**

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price (or offers higher rate of discount on MRP), to any person or organization during the currency of the Contract, the Contract price will

be automatically reduced/ changed with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

## **SECTION V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this tender.

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

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

## **SECTION VI**

### **A. TENDER REQUIREMENT**

1. Bids are invited under the two-bid system for Empanelment of five vendors per category will be done for a period of 2 years, extendable by one more year based on performance for supply of medicines and surgical items on day to day basis (24x7). All the empanelled vendors will submit the rate of discount on MRP for each category every quarter and the vendor(s) offering the highest discount on MRP for each category will be selected for the respective quarter.
2. The bidder should quote uniform rate of discount in percentage (%) term as a whole number & not in Decimals/ Range/ Fractions on MRP (Maximum Retail Price) printed on the packing/ flaps/ bottles/ vials/ strips etc including all taxes/octroy/levy etc, across the board for all drugs/medicines (Imported/ indigenous + other Surgical items).
3. Printed MRP of the manufacturer should not be tampered by the Local Purchase Chemist by using stickers or any other means.
4. The institute is not authorized to issue 'C/D FORMS'.
5. The quoted offer shall remain valid for the entire duration of the appointment of chemist.
6. The tenderers should give Discount in percentage to be given on MRP including GST.

**Price= Maximum Retail Price – (Minus) %age of discount**

-----

7. In case of imported items/ Proprietary items also, the discount quoted should be on maximum retail price including GST. This condition should be strictly adhered to, failing which their tender will be summarily rejected.
8. All interested vendors are invited to attend pre-bid meeting on scheduled/ re-scheduled date, time & venue and clarify doubts/give suggestions. The AIIMS reserves the right to accept/reject any suggestion.
9. If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

10. Tenderers submitting tenders would be considered to have accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
11. The Director, AIIMS New Delhi shall be the final authority to reject in full or any part of the supply which is not conforming to the specification and other terms and conditions.
12. No payment shall be made for rejected Stores. Rejected items must be removed by the selected tenderer immediately on the same day of rejection at their own cost and replace immediately. In case these are not removed on the same day, these will be disposed off at the risk and responsibility of the suppliers without any further notice.
13. Any statutory levy imposed by the Govt. of India from time to time, subsequent to the date of opening of the tender will be authorized extra on demand with adequate proof thereof.
14. Any information found fabricated/ hidden with a view to misleading the authorities shall make the firm liable to the outright rejection of the tender, forfeiture of the security deposit and debarring of the firm from participation in the local purchase tender at AIIMS for a period of 2 years. The decision of the Competent Authority, AIIMS shall be final in this regard.
15. There is no fixed list of medicines/ surgical items that may be required by the Institute. However, the list of items which are presently being procured through L.P. may be obtained by interested firms from the Senior Pharmacist In-charge, EHS pharmacy or the Store-keeper, medicine/ surgical store, on any working day (Monday to Friday) between 2.30 P.M. & 3.30 P.M.
16. The selected firms have to sign a contract to supply the drugs/ surgical items for the concerned quarter as per terms of the tender. The services will be reviewed periodically. In case of unsatisfactory supplies at any time contract is liable to be cancelled and performance security will be forfeited. and the firm will be debarred from participating in the local purchase tender at AIIMS for 2 years.
17. This Contract will be applicable for all local purchase of Medicines & Surgical/ consumables items including purchases done under “Rashtriya Arogya Nidhi, AB-PMJAY, Delhi Arogya Kosh” and all other grants & relief funds received from various organizations on the case to case basis; however AIIMS reserves the right to purchase required items from other sources.
18. The empanelled/ selected chemists have to adopt the existing online system/ LPMS as and when it is commissioned at AIIMS for the procurement of local purchase items, i.e. for the placement of orders and the raising of bills. The qualifying tenderer shall be required to extend all possible cooperation, including introducing necessary changes in soft-ware, create necessary infrastructure at his end to make it compatible with the AIIMS software, with the provision of a back-up server and electric back-up to facilitate the process. The format or information to be entered for indented medicine will be specified by AIIMS. Chemist will arrange reliable internet connectivity for receiving the indents in online manner. Printing of indent etc. will also be responsibility of Chemist. AIIMS may work out any other software modalities including LPMS as per its own requirements and those will be binding on Authorized Local Chemist.

## **B. Criteria to determine eligibility for participating in tender:**

1. The bidder should have 5 years of experience of retail chemist for drugs; and MD-42 for Surgical Items/ Medical Devices under the aegis of CDSCO, (Sugam Portal). Declaration on firm's letterhead stating that the firm is in the business of providing subject services in last 5 years supported by license etc for retail chemist's shop shall be submitted.
2. The bidder should have 1 year's experience of supplying Drugs & Surgical Items to a Multispeciality/ Superspeciality Hospital/ CGHS Dispensaries/ ESIC Hospitals/ Dispensary in the past 10 years.
3. The firm is required to submit a satisfactory performance certificate from the organization/ Hospital/Dispensary for the supply of Drugs/ Medicines/ Surgical items on their letterhead preferably in the given format **(Annexure-I)**. A copy of contract/rate agreement entered by the firm with such organization/ Hospital/ Dispensary has to be submitted.
4. Average annual turnover of the firm in the subject services should be at least Rs. 100 Crore per annum if applying for both categories; or 50 Crores per annum if applying for one category during last three consecutive financial years (i.e. 2022-23, 2023-24 & 2024-25) to be eligible to bid. The tenderer should submit statement of financial standing from their bankers/chartered accountants and annual Business turn over from the subject services.
5. The firm should have a valid retail drug license issued by the State Drug authority at the time of submission of bid. The firm will provide a copy of the same along with tender documents.
6. The firm should have a Valid Schedule X Drug License (3<sup>rd</sup> Generation of Antibiotics are under Schedule X Drugs).
7. The firm should have a Valid MD-42 License for Surgical Items/ Medical Devices under the aegis of CDSCO, (Sugam Portal).
8. The tenderer will give an affidavit/ undertaking to supply medicines/ surgical items as per requirement to AIIMS through its outlet, round the clock on all days i.e. 24 x 7, 365 days-a year for the entire duration of the contract.
9. The firm should have neither been debarred nor been blacklisted in the past three years by any Govt. or Private Organization. The tenderer shall furnish an affidavit to that effect on non-judicial stamp paper of worth of Rs. 100/-duly attested by Notary that the firm has neither been debarred nor been blacklisted in the past three years and is not debarred or blacklisted at present by any government/private institution and there is no Vigilance/CBI case pending against the firm/supplier.
10. The tenderer shall furnish following certificates invariably along with technical bid, as applicable, otherwise bid shall be summarily rejected:-
  - An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
  - An attested copy of article/memorandum of association with constitution of firm and guidelines, in case, of private/ public limited firm with details of all Directors.
  - A copy of the GST registration should be submitted in the techno- commercial bid.

- The firms shall submit an undertaking on its letterhead stating that up to date tax returns have been filed and there are no dues with the concerned department and also submit copy of the returns of the last one year submitted to the department of trade & taxes.
- 11.** If the certificates/documents mentioned in the tender documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.
- 12.** The bidder/ chemist has to maintain and demonstrate (as and when asked for) the availability of medicines & surgical items on the counter (On-Site visit will be made by the committee/ representatives of the Institute to check the performance of the chemist, availability of medicines/ surgical items at counter) throughout the contract term. The performance of the chemist may also be checked by placing a dummy order any time during the currency of the contract.

**Note: -**

- a) If the certificates/documents as required or to support tender requirement are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.
- b) Any tenderer/supplier giving false information shall be disqualified and removed from the empanelment. No business, henceforth, will be done with the firm/supplier.

**SECTION VII**  
**TENDER ACCEPTANCE FORM**

To \_\_\_\_\_

---

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

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

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the tender.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of tender for due performance of the contract.

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

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

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. "We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security and debarred/ blacklisted for 2 years."

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SECTION VIII**

### **BOQ**

<b>Sl.</b>	<b>Particulars</b>	<b>Offered rate of discount in percentage on MRP (in whole number)</b>
1.	Drugs/ Medicine	_____ %
2.	Surgical Items	_____ %

### **Annexure -I**

#### **CERTIFICATE OF PERFORMANCE**

(To be issued on letterhead of concerned Hospital/Dispensary)

**Date of issue.....**

This        is        to        certify        that        M/s. \_\_\_\_\_  
O/a \_\_\_\_\_

have worked as local purchase chemist, supplying the medicines / surgical disposables on daily basis vide Rate Contract / Agreement No. \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_ (dates) in our Organization/ Hospital /Dispensary and their performance has been found to be satisfactory (Quality wise, Quantity wise and in time).

**(Signature of the authorized officer)**

**(Name & Seal of the Organization/Hospital/Dispensary)**