



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MADURAI**

**GOVERNMENT OF INDIA**

(An Institution of National Importance under the Ministry of Health & Family Welfare)

AIIMS Madurai Project Cell Office, Government Tuberculosis Hospital Campus, Thoppur,  
Austinpatti, (Post) Madurai 625017,

**OPEN e-TENDER  
ENQUIRY DOCUMENT  
FOR  
RATE CONTRACT  
For  
SUPPLY OF CONSUMABLES (STATIONERY ITEMS)  
FOR Central Stores  
AIIMS, Madurai**

(This document consists of 41 pages)

AIIMS Madurai Project Cell Office, Government Tuberculosis Hospital Campus, Thoppur,  
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## INDEX

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
Section-I	Notice inviting Tender (NIT)	3-4
Section-II	Schedule of Requirements and Specifications	5-9
Section-III	General Instructions to Tenderers (GIT)	10-19
Section-IV	General Conditions of Contract (GCC)	20-21
Section-V	Bid Application Form/Profile	22
Section-VI	Manufacturer's Authorization Form	23
Section-VII	Tender Form	24
Section-VIII	Checklist for Submission of Tender	25
Section-IX	Bid Security Declaration	26
Section- X	Self-certification format for claiming purchase preference under the "Public Procurement Preference to Make in India" order	27-28
Section-XI	GFR-144 (xi) compliance certificate	29
Section-XII	Integrity pact (IP)	30-38
Annexure- A	Fall clause undertaking	39
Annexure- B	Performance security (Bank guarantee) format	40
Annexure- C	Parallel rate contract acceptance	41

## SECTION-I

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MADURAI**  
**(An Institution of National Importance under the Ministry of Health & Family Welfare,**  
**Govt. of India)**  
**CENTRAL STORES**

Tender Ref No. AIIMS/MDU/Stores/

Dated: 11.06.2026

### **NOTICE INVITING e-TENDER (e-NIT)**

Sub: Supply of Consumables (Stationery Items)  
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E- tenders are invited from the eligible and qualified domestic manufacturer or their distributors for the supply of CONSUMABLES (STATIONERY ITEMS) under RATE CONTRACT for Central Stores AIIMS, Madurai, for **TWO years**

1. Scope of work: Supply of consumables (Stationery Items) for Central Stores-AIIMS Madurai
2. Tender timelines:
  - i. Opening date & time for download of Tender document: **11/06/2026 @ 12:30 Hrs.**
  - ii. Date of Prebid Meeting: **Hybrid Mode (Online + Offline) Mode - 17/06/2026 @ 11:00 Hrs.**
  - iii. Last date for receipt of pre-bid queries: **15/06/2026 @ 12:00 Hrs.**
  - iv. Pre-bid queries can be made through e-mail to: [procurement-aiimsm@aiimsmadurai.edu.in](mailto:procurement-aiimsm@aiimsmadurai.edu.in), [stores.aiims.mdu@gmail.com](mailto:stores.aiims.mdu@gmail.com), [gemaaimsmadurai@gmail.com](mailto:gemaaimsmadurai@gmail.com).
  - v. Opening date & time for submission of online bids: **11/06/2026 @ 12:30 Hrs.**
  - vi. Closing date & time for submission of online bids: **02/07/2026 @ 12:00 Hrs.**
  - vii. Date and Time of opening of online bids for technical evaluation: **03/07/2026 @ 14:30 Hrs.**
  - viii. Date & time of opening of Price Bid: To be intimated later.
3. Earnest Money Deposit/Bid Security: Bid security declaration must be submitted by all bidders.
4. Tender Processing Fee (Non-refundable): Nil/ Exempted for all bidders (as per latest Govt. procurement guidelines)
5. Interested bidders are advised to download the complete Tender Enquiry document from the website [www.aiimsmadurai.edu.in/](http://www.aiimsmadurai.edu.in/) or <https://eprocure.gov.in/eprocure/app> for complete details.
6. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal on completion of the registration process is given at <https://eprocure.gov.in/eprocure/app>. The bidders will be provided a user ID, and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).

7. Bidders are requested to read the bidder's help document on the e-tender website link before proceeding with bidding.
8. Post receipt of User ID & Password, Bidders can log on to download & upload the tender document.
9. The bidders shall submit the required bid security declaration (as per G.I.T clause 2) before the due date and time mentioned above.
10. The online submission of tender(s) can only be done through online via **<https://eprocure.gov.in/eprocure/app>**
11. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through **<https://eprocure.gov.in/eprocure/app>** e-portal (as described above) only.
12. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

## Section-II

### SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

#### LIST OF ITEMS REQUIRED

1. Scope of work: Supply of Consumables (Stationery Items) for Central Stores, AIIMS  
Madurai, Thoppur Campus, Madurai as detailed below

S. No	Item Description	Specifications	MSME reservation	Quantity Reqd.	Units
<p><b>Terms and conditions:</b></p> <ol style="list-style-type: none"> <li>1. Rates should be quoted for Number, Pocket, Box etc., clearly.</li> <li>2. Number of contents in each pack, Box, size, etc., should also be noted clearly.</li> <li>3. Specimens to be submitted for the inquired quality. Other than that, will not be taken into account. It will be rejected.</li> <li>4. Specimens should be submitted along with Serial number of Tender, Brand Name, Kg/GSM, Nos. in each pack etc. for all items. Label should be enclosed for all samples for paper items.</li> <li>5. Specimens without Brand name, GSM and other particulars such as numbers or weight will be treated as rejected.</li> <li>6. Without the above information the quotations will be summarily rejected.</li> <li>7. The quantity may increase or decrease as per requirement at the time of finalization.</li> </ol>					
<b>SCHEDULE -1 Reserved for Purchased from MSME Vendors only</b>					
1	A3 paper Cover	Brown paper cover (100 pieces/pack)	Schedule I	200	<b>Packs</b>
2	A4 paper cover	Brown paper cover (100 pieces/ pack)	Schedule I	300	<b>Packs</b>
3	A3 courier cover	Green cloth lined courier cover (100 pieces/ pack)	Schedule I	300	<b>Packs</b>
4	A4 Courier cover	Green cloth lined courier cover (100 pieces/ pack)	Schedule I	400	<b>Packs</b>
5	Post envelope	Paper laminated (11 x 5 inches), 50 pieces per pack	Schedule I	300	<b>Packs</b>
6	Office Envelope	(12x10) (100 pieces/bundle)	Schedule I	400	<b>Bundles</b>
7	Black ball pen	10 pieces per pack	Schedule I	800	<b>Packs</b>
8	Duster	For white board	Schedule I	400	<b>Nos.</b>
9	Box File	For A4 size documents, cardboard material, lever arch clip	Schedule I	600	<b>Nos.</b>
10	Button file	For A4 size documents, plastic (10 pieces/ pack)	Schedule I	500	<b>Packs</b>

11	Display file	A4 size, 60 pockets	Schedule I	500	<b>Pieces</b>
12	Folder file (10 leaf's/file)	For A4 size documents (10 pockets per file)	Schedule I	500	<b>Nos</b>
13	L Folder File	For A4 size documents (100 pieces per pack)	Schedule I	100	<b>Packs</b>
14	Transparent Binder pockets	A4 size, 50 sheets per pack	Schedule I	200	<b>Packs</b>
15	Transparent Binder pockets	A5 size, 50 sheets per pack	Schedule I	100	<b>Packs</b>
16	File Pins	Metal, U-clips (100 numbers per box)	Schedule I	900	<b>Nos.</b>
17	Bell pins	Nickel plated steel bell pins (80grams per box)	Schedule I	50	<b>Boxes</b>
18	Binder clip large size	Black with metal clip (41mm, 12 pieces per box)	Schedule I	900	<b>Boxes</b>
19	Binder clip small size	Black with metal clip (25mm, 12 pieces per box)	Schedule I	900	<b>Boxes</b>
20	Binder clips medium size	Black with metal clip (32mm, 12 pieces per box)	Schedule I	900	<b>Boxes</b>
21	File Tags	Red colour, 22-inch (100 pieces/ bundle)	Schedule I	700	<b>Bundles</b>
22	Push pins	100 pieces per pack	Schedule I	200	<b>Packs</b>
23	Twine (Thread)	100 meter per roll, cream colour	Schedule I	500	<b>No</b>
24	Liquid Gum	300ml per unit	Schedule I	600	<b>Nos</b>
25	Glue stick	15 grams	Schedule I	1200	<b>Nos.</b>
26	Brown tape	Scotch tape, 2 inches	Schedule I	700	<b>Nos.</b>
27	Cello tape Transparent	1 inch	Schedule I	900	<b>Nos.</b>
28	Cello tape Transparent	2 inch	Schedule I	700	<b>Nos.</b>
29	Cello tape Transparent	3 inch	Schedule I	700	<b>Nos.</b>
30	Rubber band	100 grams per unit	Schedule I	600	<b>Packs</b>
31	Double hole Punching Machine	Metal, DP-280	Schedule I	450	<b>Nos.</b>
32	Single Punching Machine	One hole, chrome plated, hand-held paper punch	Schedule I	500	<b>Nos.</b>
33	Scale/ Ruler	Small, Steel, 15cm	Schedule I	500	<b>Nos.</b>
34	Scale/Ruler	Long, Steel, 30cm	Schedule I	500	<b>Nos.</b>
35	Scale/ Ruler	Long, glass, 30 cm	Schedule I	500	<b>Nos.</b>
36	Stapler	Size 10, Medium	Schedule I	500	<b>Nos.</b>

37	Stapler	(size 24/6) Large	Schedule I	400	<b>Nos.</b>
38	Stapler pin	(size 10) Medium	Schedule I	1500	<b>Nos.</b>
39	Stapler pin	(size 24/6) Large	Schedule I	1000	<b>Nos.</b>
40	Buzzer Bell	Metal	Schedule I	100	<b>Nos.</b>
41	Heavy Duty Machine's stapler pin	10 mm	Schedule I	500	<b>Box</b>
42	Heavy Duty Machine's stapler pin	13 mm	Schedule I	500	<b>Box</b>
43	Heavy Duty Machine's stapler pin	15 mm	Schedule I	500	<b>Box</b>
44	Cutter	Medium, stainless-steel blade	Schedule I	150	<b>Piece</b>
45	Cleaning cloth roll	Cotton or microfiber blended, 30-40cm, 10 meters per roll	Schedule I	1000	<b>Roll</b>
<b>Schedule II*: Open for Both MSME and Non MSME Bidders</b>					
1	A3 paper	White, 500 sheets/ ream	Schedule II	200	<b>Reams</b>
2	A4 paper	White, 500 sheets per ream GSM 70	Schedule II	600	<b>Reams</b>
3	A4 size glossy paper	Glossy photography paper (50 sheets/ pack)	Schedule II	200	<b>Packs</b>
4	Blue ball pen	10 pieces per pack	Schedule II	1000	<b>Packs</b>
5	Green ball pen	10 pieces per pack	Schedule II	300	<b>Packs</b>
6	Red ball pen	10 pieces per pack	Schedule II	750	<b>Packs</b>
7	Multi-purpose marker	Black, 0.8mm tip, (10 pieces per pack)	Schedule II	400	<b>Packs</b>
8	Multi-purpose marker	Blue, 0.8 mm tip (10 pieces per pack)	Schedule II	200	<b>Packs</b>
9	Multi-purpose marker	Green, 0.8 mm tip (10 pieces per pack)	Schedule II	400	<b>Packs</b>
10	Multi-purpose marker	Red, 0.8 mm tip (10 pieces per pack)	Schedule II	300	<b>Packs</b>
11	Permanent marker	Black, 2mm chisel tip (5 pieces per pack)	Schedule II	500	<b>Packs</b>
12	Permanent marker	Blue, 2mm chisel tip (5 pieces per pack)	Schedule II	400	<b>Packs</b>
13	High lighter pen	Fluorescent Green colour	Schedule II	900	<b>Nos.</b>
14	High lighter pen	Fluorescent Orange colour	Schedule II	1000	<b>Nos.</b>
15	High lighter pen	Fluorescent Pink colour	Schedule II	900	<b>Nos.</b>
16	Whitener pen	1mm tip	Schedule II	1000	<b>Nos.</b>
17	Whitener tape	5mm, 30 Mts	Schedule II	500	<b>Nos.</b>
18	HB Pencil	10 pieces per box	Schedule II	1000	<b>Boxes</b>
19	Sharpener	10 pieces per box	Schedule II	300	<b>Boxes</b>
20	Eraser	White, rubber, large size	Schedule II	800	<b>Nos</b>
21	Chalk piece	Multi-Coloured (100 pieces/ box)	Schedule II	400	<b>Boxes</b>
22	Chalk piece	White (100 pieces/ box)	Schedule II	400	<b>Boxes</b>
23	Exam Writing pads	Transparent	Schedule II	1000	<b>Nos.</b>

24	Faculty Attendance Register	50 pages, soft bound, ruled, 85 GSM	Schedule II	600	<b>Nos.</b>
25	Student Attendance Register	50 pages, soft bound, ruled, 85 GSM	Schedule II	1000	<b>Nos.</b>
26	Long sized	Rules, hard bound	Schedule II	1250	<b>Nos.</b>
27	Sticker Label	A4 sheet size	Schedule II	1100	<b>Nos.</b>
28	Page Markers Flag/ Note flag	4 colours,400 sheets per pack	Schedule II	600	<b>Packs</b>
29	Battery AA		Schedule II	2500	<b>Nos.</b>
30	Battery AAA		Schedule II	3500	<b>Nos.</b>
31	Stamp pad	(Blue) 15.7cm * 9.6cm	Schedule II	700	<b>Nos.</b>
32	Stamp pad	(Voilet) 110 x 69 mm	Schedule II	450	<b>Nos.</b>
33	Stamp Pad Ink	(Blue) - 100ml	Schedule II	600	<b>Bottles</b>
34	Stamp Pad Ink	(Violet) - 30ml	Schedule II	450	<b>Bottles</b>
35	Paper weight	Glass	Schedule II	50	<b>Nos.</b>
36	Scissor	Medium size, stainless steel blades, rounded tips	Schedule II	300	<b>Piece</b>
37	Spiral binding polyester film Transparent	A4, smooth glossy finish, 150-200 microns thickness minimum	Schedule II	1000	<b>Pack</b>
38	Spiral binding polyester film Blue	A4, smooth glossy finish, 150-200 microns thickness minimum	Schedule II	1000	<b>Pack</b>
39	Spiral binding polyester film Green	A4, smooth glossy finish, 150-200 microns thickness minimum	Schedule II	1000	<b>Pack</b>
40	Spiral binding polyester film Red	A4, smooth glossy finish, 150-200 microns thickness minimum	Schedule II	1000	<b>Pack</b>
41	Calculator	LCD display, basic arithmetic, percentage, memory keys and square root	Schedule II	300	<b>Piece</b>
42	Executive Bond paper	A4 size, 85-100 GSM, white	Schedule II	500	<b>Ream</b>
43	Officers scribbling Pad	50 sheets per pad minimum	Schedule II	800	<b>Piece</b>
44	Visiting card holders	100 card capacity minimum smooth edges and neutral colour	Schedule II	300	<b>Piece</b>
45	Photo paper	A4, 180 GSM	Schedule II	500	<b>Ream</b>
46	Green legal sheet	500 sheets per bundle	Schedule II	100	<b>Bundles</b>

### **Additional tender conditions:**

#### **1. Sample Related Terms**

- i. Sample of each item- 03 Nos (qty), Samples labelled each item with tender serial no. must be sent to the **Chairperson, Central Stores, AIIMS Madurai**, within 10 days of close of bid date failing which the tender will be considered as the lowest.
- ii. **Samples should to be sent to this address:**  
**“Chairperson, Central Stores,**  
**AIIMS Madurai,**  
AIIMS Madurai Project Cell Office,  
Government Tuberculosis Hospital Campus,

- iii. Only samples approved by the store verification committee will be technically qualified
2. DOOR DELIVERY of the items., i.e., delivery to the department of Central Stores, AIIMS Madurai Thoppur Campus is MUST in the office hours of working days
3. Supplied items should have a minimum shelf life of TWO years
4. Must be indelibly printed/stamped with ‘AIIMS MADURAI SUPPLY- NOT FOR SALE’ on every individual unit and master package.
5. Items having ISI/ISO similar certifications or equivalent are likely to get the preference
6. Selected L1-firms should supply the items in conformance with samples and specifications within the stipulated period with clear details in the packing such as quantity, date of manufacture, expiry date and batch o if any, PACK SIZE should be maintained and delivery quantity should be in one or two lot only.
7. Expiry of goods if any during the supply, the expiry goods should be replaced with long period with free of cost to Central Stores, AIIMS Madurai.
8. A **file mentioning the list of items with their Make/Brand, Model and Pack size WITHOUT PRICE** for which bidder is quoting must be uploaded as a single PDF file.
9. **Schedule-I Items:**  
Items categorized under *Schedule-I* shall be eligible for participation only by bidders who possess valid Micro and Small Enterprises (MSME) registration and comply with the “Make in India” (MII) requirements, as per the prevailing Government of India procurement policies and notifications. Bidders claiming eligibility under this category must submit documentary evidence for the same.
10. **Schedule-II Items:**  
Items categorized under *Schedule-II* shall be open for participation to all eligible bidders, subject to fulfillment of the technical specifications, eligibility criteria, and other tender conditions stipulated in this document.

### Section-III

#### **GENERAL INSTRUCTIONS TO TENDERERS**

##### **1. Period of contract:**

The contract shall be for a period of **two years** from the date of issue, extendable for one further year on mutual consent and satisfactory performance. The rates quoted shall remain unchanged during the period of two years of contract.

##### **2. Bid Security (Earnest Money Deposit)**

- a. In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject
  - i. —Bid Security/ Earnest Money Deposit, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender.
- b. However, in lieu of Bid Security, the bidder must print the Bid Security Declaration on his/her firm's letterhead, duly sign the undertaking, and upload the document in the fee cover.
- c. The bidder hereby declares that they accept the condition that if they withdraw or modify their bids during the period of validity etc., they will be suspended for a period of two years from participating in any tender invited by AIIMS Madurai with effect from the date of their withdrawal or modification of their bid.
- d. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) (Only Manufacturers for the items being quoted) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case maybe). Traders and service providers are not exempted from EMD.
- e. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.
- f. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- g. Unsuccessful tenderers' earnest money will be returned to them without any interest after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- h. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any

respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

### **3. Eligibility conditions of bidders:**

- i. The Tenderer must be a domestic manufacturer that is a 'Class-I local supplier' or a 'Class-II local supplier' as defined under Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020.
- ii. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of the **"Manufacturer authorization form"** as given in the Tender enquiry document to quote and enter a contractual obligation.
- iii. In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
  - a. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - b. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
    - I. An entity incorporated, established or registered in such a country; or
    - II. A subsidiary of an entity incorporated, established or registered in such a country; or
    - III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    - IV. An entity whose beneficial owner is situated in such a country; or
    - V. An Indian (or other) agent of such an entity; or
    - VI. A natural person who is a citizen of such a country; or
    - VII. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
  - c. The beneficial owner for the purpose of above will be as under:
    - I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more

juridical persons, has a controlling ownership interest or who exercises control through other means.

Explanation:

- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent, of shares or capital or profits of the company;
  - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - IV. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - V. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust, and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- d. An Agent is a person employed to do any act for another or to represent another in dealings with a third person.
- e. In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- f. Bidders must certify compliance with the above-mentioned provisions in the tender form as per Section VII.
- g. The bidder should have successfully completed the delivery of the item of at least 25% of the total quantity required in this tender to a government or Private Organization in the last 3 years.
- h. The bidder or the manufacturer must have an **average annual turnover of at least Rs.5,00,000/-(Rupees Five Lakh only) for resellers and Rs. 10,00,000/- (Rs. Ten Lakh only) for Manufacturer each during the last three financial years i.e. 2022-23, 2023-24, 2024-25.**
- i. Bidder/OEM/Reseller should have ISO/ISI or Equivalent Certification.

#### 4. Purchase Preference

- i. The Procurement of goods and services under this e-tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020. Salient portions of the order are reproduced in Section- X of this tender document by way of information. Bidders are advised to see the original orders and satisfy themselves that they qualify to participate in the tender. Bidders who are claiming eligibility to participate in this tender must submit a certificate in format given in Section- X along with documentary evidence in support of their claim wherever necessary failing which their bid will be summarily rejected. The purchaser reserves the right to give preference to the 'Class-I local supplier'.
- ii. The Purchaser reserves the right to give the purchase preference to small-scale sectors, Micro and small-scale enterprises etc. as per the instruction in vogue while evaluating, comparing, and ranking the responsive Tenders as given in the MSMED Act 2006 reproduced below:
  - a. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
  - b. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case, there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
  - c. The MSEs fulfilling the prescribed eligibility criteria and participating in the Tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
  - d. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 percent from within the 25 percent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
  - e. Note: “If the bidder is a MSME, it shall declare the Udyog Aadhar Memorandum (UAM) Number issued to it under the MSMED Act, 2006 in the bid document. If a

MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

#### **5. Demonstration of sample**

The tenderer must give a sample within **ten** days after the closing dates of online submission of bids failing which the bids will be considered Lowest

#### **6. Instructions for the filling the tender form**

- i. E-Tender form shall be completed in all respects, signed in full and stamped at appropriate places, and initialed and stamped (repeat) on all remaining pages. Incomplete or e-tenders without tender processing fee, bid security declaration, Make-in-India self-certification as in Section- X only by original manufacturer, GFR 144 (xi) compliance certificate as in Section-XI shall be treated as invalid.
- ii. Bidders have to ensure that all the documents are properly filled in.
- iii. Conditional tenders are liable to be rejected.
- iv. Bids received and found valid will be evaluated by AIIMS Madurai to ascertain the complete work/services under the specification and documents. The bidder should take care to submit all the information sought by AIIMS Madurai in prescribed formats.
- v. Incomplete bids, bids in paper format, conditional bids, telephonic bids, or tenders submitted after the due date and time will not be considered and summarily rejected. Bidders are, therefore, advised to submit their bids well on time.
- vi. **The bidder can quote for one or more items mentioned in the list. Bidder has to give all details (HSN, MSME, Make-in-India, make/brand, model, pack size, and remark) mentioned in BOQ for all quoted items. Failure to do so, will result in rejection of the the bid from the concerned firm.**

#### **7. Submission of tenders**

The bidders must ensure that they submit the **on-line bids** within the scheduled closing date & time.

#### **8. Late Tender:**

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e- tendering system.

#### **9. Alteration and Withdrawal of Tender**

- i. The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be possible on the e-tender portal.
- ii. No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or

modifies the tender during this period, it will result in the bidder being suspended from participating in all tenders invited by AIIMS Madurai for a period of two years with effect from the date of withdrawal, as per the terms and conditions of bid security declaration furnished by the bidder in its tender.

## **10. Preparation of e-tenders**

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid and Price Bid** that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

### **I. Techno-commercial Bid shall comprise**

- a. Bid Security Declaration as per the format
  - i. Scanned copy in pdf format of EMD receipt or if EMD exemption is claimed, Copy of Valid registration details proving that the bidder is Micro or Small Enterprise (only Manufacturer for the items being quoted) or is a registered as a small-scale industry with MSE should be uploaded. **Traders and service providers are not exempted from EMD.**
  - ii. Scanned copy (100 or 200 DPI) in pdf format of **Bid Security Declaration** as per format attached in Section-IX
- b. In the cover named “Prequal/Technical” the scanned copy in pdf format of the following documents are to be uploaded:
  - i. The **Bidder’s Profile** as in Section-VI, **Tender Form** as in Section-VII must be downloaded duly filled signed and stamped and uploaded
  - ii. **Authorization letter** for signing tender documents if a person other than the Owner, Partner, Managing Director is signing the documents, must be uploaded as a single PDF file.
  - iii. **Copies of Supply orders/Completion certificate** in support of Eligibility condition 1 and 2
  - iv. **Copies of abridged Annual report of last 03 years** (Income tax return acknowledgement, Assets and Liabilities, Balance sheet and Profit & Loss Account) must be uploaded as a single PDF file.
  - v. **Copy of firm registration.**
  - vi. **Copy of GST Certificate and PAN Card** duly filled signed and stamped and uploaded as a single PDF file
  - vii. **Manufacturer’s Authorization letter** in company letterhead in format in given Section-VI
  - viii. In case the bidder is empaneled by the Competent Authority under **GFR 144 (xi) (mandatory)** a copy of the same or **GFR 144(xi) compliance certificate** as in Section-XI must be uploaded.
  - ix. Copy of Self Certified **GST registration certificate** and Copy of **PAN Card** must be uploaded as a single PDF file.

- x. **Bank Details** (Beneficiary name, Bank name, Account number, IFSC code, Branch address on letterhead) and **Checklist** as in Section-VIII in the prescribed format duly filled and signed must be uploaded as a single PDF file.
- xi. Self-certification for supporting the claim to be a local supplier under the “Public Procurement preference to Make in India” order in format as in **Section- X (mandatory)** and any other document that the bidder wishes to submit as a single PDF file.
- xii. A **file mentioning the list of items with their Make/Brand, Model and Pack size *WITHOUT PRICE*** for which bidder is quoting must be uploaded as a single PDF file.
- xiii. Check list as in Section VIII in the prescribed format duly filled and signed must be uploaded.

## **II. Price Bid:**

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **accounting unit** indicated in the e-tender document.

### **Note:**

- i) The bidder must be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii) Bidders must ensure that the documents uploaded in pdf format are legible.
- iii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- iv) The Make in India self-certification as in Section- X must be given and uploaded by original manufacture. The distributor can upload Section- X given by original manufacture.
- v) ITE- Item-wise Eligibility Sheet should be downloaded, the items that the bidder wishes to quote must be selected as “Eligible”, and this “ITE file” must also be uploaded for the price bid to be considered by the system. The selected items will be displayed once uploaded and the bidder can verify that all items he wishes to quote for, are present in the list
- vi) A person signing (manually or digitally) the tender 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, cancel the contract and hold the signatory liable for all cost and damages.
- vii) A bid, which does not fulfill any of the above requirements and/ or give evasive information/reply against any such requirement, shall be liable to be ignored.
- viii) Tender sent by fax/telex/cable shall be ignored.

### **11. Digital Signing of Tender**

The bidders shall submit their tenders as per the instructions contained above. Bidders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

### **12. Tender currencies.**

The tender shall be quoted only in INR.

### **13. Additional information and instruction on GST:**

If the bidder desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

### **14. Bid Security (Earnest Money Deposit)**

- i. In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject —Bid Security/ Earnest Money Deposit<sup>tl</sup>, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender.
- ii. However, in lieu of Bid Security, the bidder must print Bid Security Declaration on his/her firm's letterhead, duly sign the undertaking, and upload the document in the fee cover.
- iii. The bidder hereby declares that they accept the condition that if they withdraw or modify their bids during the period of validity etc., they will be suspended for a period of two years from participating in any tender invited by AIIMS, Madurai with effect from the date of their withdrawal or modification of their bid.

### **15. Tender opening**

- i. The Tender Inviting Authority will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- ii. This being a Two-Bid Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, bid security declaration and any other

special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

## **16. Scrutiny and evaluation of tenders**

### **A. Basic Principle**

Tenders will be evaluated based on the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **B. Scrutiny of Tenders**

- i. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the documents uploaded are in legible form.
- ii. The Purchaser's determination of a Bidder's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iii. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- iv. The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
  - a. Tender validity is shorter than the required period.
  - b. Non-submission of Bid Security Declaration.
  - c. Non-submission of receipt of tender processing fee.
  - d. Non-submission of self-certification in format as given in Section- X only by original manufacturer, for determining eligibility to participate in the tender under the "Public Procurement preference to Make in India" order.
  - e. Non-submission of GFR-144 (xi) compliance certificate.
  - f. Tenderer has not agreed to give the required performance security of (required amount) in an acceptable form.
  - g. Non-submission of samples within ten days of the closing of online submission of bids
  - h. Poor/ unsatisfactory past performance.
  - i. Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
  - j. Tenderer is not eligible as per tender conditions.
  - k. Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the item quoted - we allow bidding for partial items also.
  - l. Item wise Price evaluation will be carried out and the contract of award will be given to the successful bidder fulfilling all the criteria's mentioned.

- m. Non-submission of all details of quoted items (HSN, MSME, Make-in-India, make/brand, model, pack size and remark).
- n. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

#### **17. Minor Informality/Irregularity/Non-Conformity**

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### **18. Award of Contract**

- i. The selection of the agency will be at the sole discretion of the AIIMS Madurai who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- ii. The lowest bid will be evaluated on the basis of annual estimated amount as quoted by bidders in the quotation including taxes.
- iii. Upon evaluation of offers the decision on the award of contract will be intimated to the successful bidder.
- iv. The annual estimate is given only as an indication. The actual quantity procured may increase or decrease. No assurance is given that the quantity stated will actually be procured.

## Section-IV

### GENERAL CONDITIONS OF CONTRACT

#### 1. **Price of goods**

The rate quoted in the e-tender will be fixed for the whole contract period.

#### 2. **Technical Specifications and Standards**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in “Technical Specification” under Section II.

#### 3. **Terms of Delivery**

- i. Goods shall be delivered by the supplier within 30 days of issue of supply order. Please note that the time shall be the essence of the contract.
- ii. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - a) Imposition of liquidated damages,
  - b) Forfeiture of its performance security (whether specified for stationary items) and
  - c) Termination of the contract for default.

#### 4. **Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price . Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 11. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

#### 5. **Performance Security**

The successful bidder shall have to deposit an amount 3% of total estimated annual value as Performance Security Deposit (PSD) within two weeks after award of contract, . In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited.

Subject to the condition mentioned above the Performance Security will be released without any interest to the supplier on completion of the supplier’s all contractual obligations

including the warranty obligations and extension of time (with or without Liquidated Damages).

## **6. Payment Procedure**

The contractor shall submit bill in triplicate upon satisfactory supply of goods. Bill must be raised based on the rate quoted in e-tender. Every effort shall be made to ensure that the payment will be made within 45 days of submission of bill. No advance payment will be considered. TDS will be deducted as per provision of Income Tax Act, GST Acts and other statutes as relevant.

## **7. Risk Clause**

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. AIIMS Madurai reserves the right for termination of the contract at any time by giving 30 days written notice, if the items delivered are found to be unsatisfactory and also has the right to award the contract to the next higher bidder willing to supply the item at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by AIIMS Madurai from the contractor's Performance Security Deposit or pending bills or by raising a separate claim. In case of non-supply, AIIMS Madurai may purchase from the open market at the risk and cost of the RC holder. Excess cost will be recovered from PSD or pending bills.

## **8. Termination clause:**

During the period of agreement if it is found that the agency is not providing proper services, the AIIMS Madurai reserves the right to make the vendor forfeit the security deposit deposited or part thereof in favour of AIIMS Madurai and agreement will be terminated after giving 30 days' notice. Furthermore, in such situations, tender can be allotted to second lowest bidder and the difference in cost shall be recovered from the earlier vendor who has breached the contract. In addition, if it is found that the supplier is charging by fraudulent means or indulging in criminal activities, the contract will be terminated immediately.

## **9. Jurisdiction of the courts**

Disputes shall be settled by arbitration as per Indian Arbitration and Conciliation Act, 1996 [Amended 2015 and 2021]. Sole arbitrator shall be appointed by the Executive Director, AIIMS Madurai. Venue: Madurai Jurisdiction: Madurai Courts.

## **10. Fall clause:**

If the contractor reduces the price to any other Govt. Institution during the RC, the same must be matched for AIIMS Madurai. Refund mechanism for overpayment to be specified.

## **11. Parallel Rate Contract:**

AIIMS Madurai reserves the right to empanel L2/L3 vendors at L1 rates to ensure uninterrupted hospital supply (Distribution ratio: 60% to L1, 40% to L2)

**Section-V**

**BIDDER'S PROFILE**

**This form duly filled and signed by authorized representative of the bidder and the scanned copy must be uploaded online**

1.	Name & Designation of the contact person	
2.	Name and Address of the Tenderer	
3.	Phone No a) Land line number (functional between 9 am and 5pm)	
4.	Mobile No of contact person (available from 9am to 6pm)	
5.	Email ID of the Tenderer	
6.	Email ID of the contact person	
7.	Local supplier/Distributor in Madurai/ Ramanathapuram or any other place (complete address must be written)	
8.	Bidder/Firm Name	
9.	Bidder/Firm Address	
10	Whether Tenderer is registered MSE Manufacturer of the product quoted. (If registered MSE, submit copy of the Udyog Aadhaar certificate or Equivalent Certificate)	Yes / No

If there is any change in the above details, I will immediately intimate you by speed post or fax or email.

I..... hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms and conditions of the tender and shall abide by the rules,

Dated:

Signature  
(Name and Designation & Seal)

**NB: This form must be duly filled in by an authorized person**

**Section-VI**  
**MANUFACTURER'S AUTHORISATION FORM**  
**(Letterhead)**

The Executive Director & CEO,  
AIIMS Madurai.

Dear Sir,

Ref: Your TE document No: \_\_\_\_\_ dated: \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the Tender) having factories at \_\_\_\_\_, hereby authorize Messrs. \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):  
\_\_\_\_\_  
(Please provide reason here).

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

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

Yours faithfully,

[Signature with date, name, designation and Email]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

Note:

- (1) This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- (2) Original letter may be sent.
- (3) The purchaser reserves the right to verify this document with its signatory.

**SECTION-VII**  
**TENDER FORM**  
**(On Firms' Letter Head)**

To  
The Executive Director & CEO,  
AIIMS Madurai.

Date \_\_\_\_\_

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (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 tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we certify that this bidder:

- Is not from such a country
- Is from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same.

(Strike out which ever is not applicable).

In case there are Turnkey works to be carried out, this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

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

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

We confirm that we (are) do not stand deregistered/banned/blacklisted by any Govt. Authorities in the last 7 years.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any. (Signature with date)

Duly authorized to sign tender for and on behalf of

(Name and designation)

**Section-VIII**

**CHECKLIST FOR SUBMISSION OF TENDER**

(To be filled by the tenderer and submitted along with the bid)

Sl. No.	Particular	Yes / No
1	i. Tender Processing Fee (Mandatory for all bidders) ii. Bid security declaration	
2	Copies of Supply orders/Completion certificate in support of Eligibility condition 2(ii).	
3	Copy of PAN Card	
4	Copy of ISO Certification of bidder, ISI/CE Certification of each product wherever asked	
5	Copies of last three years Income Tax Return statement with Balance sheets & Profit & Loss A/c i.e. 2021-22, 2022-23, 2023-24	
6	Copy of GST Registration Certificate	
7	Authorization letter for signing tender documents if a person other than the Owner, Partner, Managing Director is signing/uploading the tender	
8	Tender form as in Section – VII duly signed and stamped	
9	Manufacturer's authorization form in format as in Section VI	
10	Self-certification for supporting the claim to be a local supplier under the "Public Procurement preference to Make in India" order in format as in Section- X	
11	A copy bidder's empanelment by the Competent Authority under GFR 144 (xi) or GFR 144 (xi) compliance certificate	
12	A PDF file containing list of all items quoted by the bidder without price bid in technical cover	
13	All details of the items (HSN, MSME, Make-in-India, make/brand, model, pack size and remark) quoted by the bidder.	
14	Any other document(s) enclosed (To be specified)	
15.	Copy of the registration certificate of the firm	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the owner/Managing Partner/Director

Date:

Place:

Name:

Seal:

**SECTION – IX**

**Bid Security Declaration  
(To printed on the Firm's letterhead)**

(In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject —Bid Security/ Earnest Money Deposit, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender. However, in lieu of Bid Security, the bidder must print this —Bid Security Declaration on his/her firm's letterhead, duly sign the undertaking and upload the document in the fee cover.)

I/We hereby declare that we accept the condition that if I/We withdraw or modify our bids during period of validity etc., we will be suspended for a period of two years from participating in all tenders invited by AIIMS, Madurai with effect from the date of our withdrawal or modification of our bid.

(Signature with date)

(Name and designation)

Duly authorized to sign this tender and declaration

for and on behalf of \_\_\_\_\_ (Name of the Bidder's Firm) Seal

## SECTION- X

### Self-certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of “local supplier” is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019 and 04.06.2020:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

“Certified that the following items quoted has more than 50% or 20% to 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India “Public Procurement preference to Make in India” order Dt.15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017- B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

Sl. No	Name of the item	Details of the location(s) at which the local value addition was made.	Percentage of Local Content.

Authorized Signature:  
Name:  
Designation:

b. In cases of procurement for a value more than Rs. 10 Crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Minimum Local Content: ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined

under the Order. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

f. Decisions on complaints relating to the implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor’s/accountant’s certificates on random basis and in the case of complaints.

h. A fee of Rs.10000/- in the form of demand draft favoring The Executive Director, AIIMS, payable at Madurai, is required to be deposited with complaints for verification of local content.

i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules 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.

j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Nodal Officer – CPPP,  
AIIMS Madurai  
For Executive Director, AIIMS, Madurai

**SECTION – XI**

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

Tender No:

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

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

- is not from such a country.
- is from such a country and has been registered with a competent authority (attached evidence of valid registration).

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

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

Thanking you.

Authorized Signatory

# INTEGRITY PACT

## Between

All India Institute of Medical Sciences-Madurai (**AIIMS-Madurai**) Institute of National Importance under the PMSSY Division, Ministry of Health and Family Welfare, Government of India

hereinafter referred to as “**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) having its registered office at ----- represented by Shri. \_\_\_\_\_, hereinafter referred to as “**BIDDER / SELLER**” 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 work/ goods/ services) and the BIDDER / SELLER is willing to offer against NIT No./Bid No. ....

WHEREAS the **BIDDER/SELLER** 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 Autonomous Central Institute.

## **NOW, THEREFORE,**

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

Enabling the BUYER to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

## **SECTION 1- COMMITMENTS OF THE BUYER**

1. The BUYER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- I. 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/SELLER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- II. The BUYER will, during the pre-contract stage, and during the entire tendering process treat all the BIDDER/SELLER alike, and will provide to all the BIDDER/SELLER the same information and will not provide any such information to any particular BIDDER/SELLER which could afford an advantage to that particular BIDDER/SELLER in comparison to other BIDDER/SELLER
  - III. The BUYER will exclude from the process all known prejudiced persons. 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
2. If the BUYER obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary action.
  3. Person Signing shall not approach the courts While representing the matters to IEMs and he/she will await their decision in the matter.

## **SECTION 2: COMMITMENTS OF THE BIDDER(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: -
2. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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.
3. The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of 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 favour or disfavour to any person in relation to the contract or any other contract with BUYER.

4. 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.
5. 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
6. 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.
7. 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.
8. The BIDDER either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payments he has 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 the services agreed upon for such payments.
9. The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
10. 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.
11. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
12. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
13. 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 Limited Company listed

on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

14. 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.
15. The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
16. In case of sub-contracting, the bidder/ shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
17. The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
18. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the Existing provisions of GFR-2017 PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organisation concerned.
19. Person Signing shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
20. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact, In case of subcontracting, the Principal contractor shall take responsibility of the adoption of IP by the subcontractor. It is to ensured that all subcontractors also sign the IP. In case of Subcontractors, the IP will be a tripartite arrangement to be signed by the Organisation, the contractor and the subcontractor.

### **SECTION 3: PREVIOUS TRANSGRESSION**

1. The Bidder 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 of any corrupt practices envisaged hereunder or with any Public Sector enterprise in India or any Government Department in India that could justify Bidder's exclusion form the tender process.
2. The Bidder agrees that if it makes incorrect statement on this subject BIDDERS can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **SECTION 4: EARNEST MONEY (SECURITY DEPOSIT)**

1. While submitting commercial bid, the BIDDER Shall deposit an amount----- As Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - I. Bank Draft or a Pay order in favour of
  - II. A confirmed guarantee by an Indian Nationalised Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - III. Any other mode or through any other instrument
2. The earnest Money Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the buyer including warranty period, whichever is later.
3. In case of the Successful BIDDER a clause would also be incorporated in the article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **SECTION 5: SANCTIONS FOR VIOLATIONS**

1. Any breach of the aforesaid provisions by the BIDDER or any other employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - I. To Immediately call off the precontract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDERs) would continue.
  - II. The Earnest Money Deposit (In precontract 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 BUYER shall not be required to assign any reason therefore.
  - III. To Immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - IV. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than INDIA, with a

interest thereon at 2% higher than the LIBOR, IF any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - VI. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation Rescission and the BUYER shall be entitled to deduct the amount so payable from the Money(s) due to the BIDDER.
  - VII. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - VIII. To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
  - IX. In cases where irrevocable letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER , the same shall not be opened.
  - X. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit t the same without assigning any reason for imposing sanction for violation of this PACT
2. The buyer will be entitled to take all or any of the actions mentioned at Para 6.1(1) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.
  3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitors appointed for the purposes of this pact.

## **SECTION 6: FALL CLAUSE.**

If the contractor reduces the price to any other Govt. Institution during the RC, the same must be matched for AIIMS Madurai. Refund mechanism for overpayment to be specified.

## **SECTION 7: INDEPENDENT MONITORS.**

1. The BUYER has appointed **INDEPENDENT MONITORS** (Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given)

Following are the IEM of AIIMS-Madurai

1. Name of the IEM

Address:

Email ID:

2. Name of the IEM

Address:

Email ID;

2. The task of the MONITORS shall be review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
3. Vendors will initially send their complaints to Procurement mail ID, [procurement-aiimsm@aiimsmadurai.edu.in](mailto:procurement-aiimsm@aiimsmadurai.edu.in) which will be forwarded to IEM members, In case the mail is not acknowledged by the procurement division, The same may be escalated to IEM mail ID's Directly after a period of 10 days.
4. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
5. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes meetings.
6. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the BUYER.
7. The Bidder(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. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.
8. 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.

9. The monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/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.
10. The IEMs/Monitors shall examine all the representations/grievances/complaints received by them from the bidders or their authorised representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms and conditions, choice of technology/specifications etc.
11. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined by the full panel of IEM's jointly, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEMs will conduct examination of the complaints. Consent of IEM(s) who may not be available, shall be taken on record.
12. The role of IEM is advisory and the advice of IEM is non-binding on the organisation. However, as IEM are invariable persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP

### **SECTION 8: FACILITATION OF INVESTIGATION**

In case of an y 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 and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

### **SECTION 9: LAW AND PLACE OF JURISDICTION**

This pact is subject to Indian Law. The place of performance and jurisdiction is the MADURAI-TAMIL NADU.

### **SECTION 10: OTHER LEGAL ACTIONS.**

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

**SECTION 11: VALIDITY**

1. The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity pact shall expire after six months from the date of the signing the contract.
2. 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 intentions.

The parties hereby sign this integrity pact at ----- on

\_\_\_\_\_

**BUYER**

**BIDDER**

Name of the officer

Chief Executive Officer

Designation

Section

**Witness**

1.

1.

2.

2.

## **Annexure A: Fall Clause Undertaking**

*(To be submitted on the Bidder's Letterhead)*

**To, The Executive Director & CEO, AIIMS Madurai.**

**Ref: Tender No. AIIMS/MDU/Stores/Stationeries/2025-26/01**

**Sir/Madam,**

1. I/We hereby declare that the prices offered in our bid for the supply of Stationery items are the lowest prices at which we are currently supplying similar items to any other Government Department/Hospital/Institute (including other AIIMS/Central Government Organizations).
2. I/We further undertake that if, at any time during the period of the Rate Contract, we reduce the sale price or sell such items to any other person/organization at a price lower than the price charged to AIIMS Madurai, we shall forthwith notify such reduction to the Executive Director, AIIMS Madurai.
3. We agree that the price payable under this contract shall stand correspondingly reduced from the date of such reduction for any other organization.
4. Failure to inform the institute of such price reductions will be treated as a breach of the Code of Integrity and may lead to forfeiture of Performance Security or debarment.

**(Signature of Authorized Signatory with Seal)**

**Annexure B: Performance Security (Bank Guarantee) Format**

*(To be executed by a Scheduled Commercial Bank in India)*

**WHEREAS** \_\_\_\_\_ (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of Rate Contract No: AIIMS/MDU/Stores/Stationeries/2025-26/01 for the supply of Stationery items (hereinafter called "the contract").

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

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_, **20** (Contract Period + 60 days).

**(Signature and Seal of the Guarantors)**

**Annexure C: Parallel Rate Contract Acceptance**

*(To be submitted on the Bidder's Letterhead)*

**I/We** \_\_\_\_\_ hereby confirm that we have read the clause regarding **Parallel Rate Contracts**. We agree that AIIMS Madurai reserves the right to empanel multiple vendors (L2/L3) at the lowest (L1) price to ensure the continuity of supply for essential hospital stationery. We undertake to match the L1 price if offered the opportunity to enter into a parallel Rate Contract.

**(Signature of Authorized Signatory with Seal)**