# JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION & RESEARCH (JIPMER)

## GOVERNMENT OF INDIA

(An Institution of National Importance under Ministry of Health & Family Welfare)
Dhanvantri Nagar, Puducherry–605006

**OPEN e-TENDER**
**ENQUIRY DOCUMENT**
**FOR**
**RATE CONTRACT**
**FOR THE**
**PROCUREMENT OF CONSUMABLES/NON-CONSUMABLES**
**FOR THE**
**DEPARTMENT OF PHYSIOLOGY**
**for a period of TWO Years**

(This document consisting of **33** pages)

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**SECTION-I**

**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH PUDUCHERRY – 6**
**(Institution of National Importance under the Ministry of Health & Family Welfare, Govt. of India)**
**PURCHASE SECTION**

No.**JIP/Pur.1(2)/OeT/PHY/2025-27** Dated: **23/12/2025**

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

Sub: Procurement of Consumables/Non-Consumables.

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e-Tenders are invited from eligible and qualified domestic manufacturer's or their distributors for the RATE CONTRACT for the **PROCUREMENT OF CONSUMABLES/NON-CONSUMABLES** for the Department of **PHYSIOLOGY** for a period of TWO Years.

1. Scope of work: Procurement of Consumables/Non-Consumables for the Department of **PHYSIOLOGY.**
2. Tender timelines:
1. Tender timelines:
   - **i.** Opening date & time for download of Tender document: **06.00 PM** on **23/12/2025**
   - **ii.** Last date for receipt of pre-bid queries: **06.00 PM** on **26/12/2025**
   - **iii.** Pre-bid queries regarding Items and Samples can be made through e-mail to**:**

     storesphysiology@gmail.com and other Document related queries may be raised through purchase.jipmer@gmail.com
   - **iv.** Opening date & time for submission of online bids: **09.00 AM** on **27/12/2025**
   - **v.** Closing date & time for submission of online bids **06.00 PM on 15/01/2026**
   - **vi.** Date and Time of opening of online bids for Technical evaluation: **06.00 PM** on **16/01/2026**
   - **vii.** Date & time of opening of Price Bid: To be intimated later.

2. Earnest Money Deposit: **Rs.5,000/-** to be paid through SBI collect only. The EMD shall be returned without interest to the non-successful tenderers after acceptance of award of contract by the successful bidder. **The bidders participated in e-Tender Dated: 22.01.2025 with Tender ID: 2025_JIPMP_845553_1 and submitted receipt of EMD can upload same receipt in current e-tender's Fee Cover for EMD. However, they have to pay fresh tender processing fee of Rs.590/- and upload its receipt in E-tender fee cover.**

3. Tender Processing Fee (Non-refundable): **Rs. 590/- (including 18% GST) shall be paid through SBI collect only.**

4. Interested bidders are advised to download the complete Tender Enquiry document from the websites **www.jipmer.edu.in** or **https://eprocure.gov.in/eprocure/app** for complete details.
5. 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 in **https://eprocure.gov.in/eprocure/app,** the bidders will be provided 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).
6. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
7. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
8. The bidders shall submit the required EMD (as per G.I.T clause 2) before the due date and time mentioned above.
9. The online submission of tender(s) can only be done through **https://eprocure.gov.in/eprocure/app**
10. 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.
11. 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.

Asst. Officer in Charge
Purchase Section,
For Director,
JIPMER, Puducherry

**Section-II**

## SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

## LIST OF ITEMS REQUIRED

1. Scope of work: **Procurement of Consumables/Non-Consumables** for the department of **PHYSIOLOGY** as detailed below

| Sl. No. | Name of the Item | Quantity Reqd. | Units |
|---|---|---|---|
| **Sample of Consumables for evaluation and Demostration of Instruments and Non- consumables should be made failing which the bid will not be considered** | | | |
| 1.001 | Battery Rechargeable 3000mah - AA 1.5V | 12 | Nos. |
| 1.002 | Battery Rechargeable 900mah- AAA 1.5V | 12 | Nos. |
| 1.003 | Blotting paper - Regular (filter paper) 60 x 60 cm | 200 | Nos. |
| 1.004 | Clamp electrodes for Mortara ELI 250 - one set should consist of 4 colors - Black, red, yellow and green | 2 | Sets |
| 1.005 | Corrugated tube antistatic :105 cm X 22 mm ( Spares for student‘s spirometer) | 10 | Nos. |
| 1.006 | Crocodile clip with plastic shield | 10 | Nos. |
| 1.007 | ECG Patient cable for Mortara ELI 250 - one piece cable with non replaceable banana end connectors and 15 pin D-sub connector | 2 | Nos. |
| 1.008 | Heparinized capillary tubes (100mm length, 0.5mm internal diameter) - Pack size - 100 nos/pack | 4 | Packs |
| 1.009 | Ishihara chart book for testing colour blindness with interpretation | 20 | Nos. |
| 1.010 | Jager‘s chart for near vision | 20 | Nos. |
| 1.011 | Kymograph drum paper - Measurements: Length - 21 inches or more, Width - 6 inches | 1000 | Nos. |
| 1.012 | Lancets (sterile disposable) (Pack of 200 nos) | 150 | Packs |
| 1.013 | Micro capillary tube for clotting time 15cm in length & 0.1 mm in diameter without anti-coagulant - Pack size - 100 nos/pack | 30 | Packs |
| 1.014 | Microscopic Oil (Pack of 500 Ml) | 3 | Packs |
| 1.015 | Mouthpiece disposable for vitellometer samples neded | 1100 | Nos. |
| 1.016 | Near vision test type book sample needed | 30 | Nos. |
| 1.017 | Neubauer Chamber with Improved Neubauer Ruling (sample should be provided, if not will be subjected to rejection) | 100 | Nos. |
| 1.018 | Pen torch light (runs with 2 AA batteries) | 20 | Nos. |
| 1.019 | Perimetry charts | 1000 | Nos. |
| 1.020 | Plastic dropper (Diameter - 3 mm, Total length - 8 cm, tube length - 6 cm) | 400 | Nos. |
| 1.021 | Plastic tailor's measuring tape - 60 inches or 152 cms | 40 | Nos. |
| 1.022 | Power cord for monocular microscopes | 5 | Nos. |
| 1.023 | Pre Gel electrods | 40 | Pack fo 50 |
| 1.024 | RBC pipette (German make) Make: Rohem'/Riviera'/BioPlus'/Sunbeem (sample to be submitted, if not will be subjected to rejection) | 200 | Nos. |
| 1.025 | Sahli's Heamoglobin pipette | 200 | Nos. |
| 1.026 | Sahli's Heamoglobin stirrer | 200 | Nos. |

| | | | |
|---|---|---|---|
| 1.027 | Sahli's Heamoglobin tube | 200 | Nos. |
| 1.028 | Silicon tubing - Inner diameter - 10 mm, outer diameter - 6 mm for use in sthethography | 10 | mtrs |
| 1.029 | Snellen‘s chart for visual acuity with English alphabets | 10 | Nos. |
| 1.030 | Tissue Paper Roll - 100grm | 300 | Rolls |
| 1.031 | WBC pipette (German make) Make: Rohem'/Riviera'/BioPlus'/Sunbeem (sample to be submitted, if not will be subjected to rejection) | 200 | Nos. |
| 1.032 | Whatman filter paper no. 1- Pack size - 100 nos/pack | 20 | Packs |
| **EQUIPMENTS / SMALL INSTRUMENTS** | | | |
| 2.033 | Adjustable height scale (Wall mountable: 30-200 cm, Resolution: 0.1 cm, Graduations in mm) (Sample to be demonstrated. Otherwise subject to rejection).<br>Warranty 1 year | 2 | Nos. |
| 2.034 | Algometer<br>1. Cylindrical metal body with one end consisting of a sliding metal slab with graduations marked 0, 1, 2, 3, 4 kgs<br>2. One end is hand held and other is pressed on the body<br>3. Sample to be demonstrated | 25 | Nos. |
| 2.035 | Aneroid Sphygmomanometer | 50 | Nos. |
| 2.036 | Artery forceps 5 ½" curved | 50 | Nos. |
| 2.037 | Artery forceps 5 ½" straight | 50 | Nos. |
| 2.038 | Automated Blood Pressure Monitor with arm cuffs of 3 sizes:<br>1. Upper arm cuff - i) Pediatric size<br>ii) Adult size<br>iii) Extralarge Adult size<br>To be validated by World Hypertension League.<br>Warranty 1 year | 1 | Nos. |
| 2.039 | Centrifuge apparatus:<br>1. Maximum rotational speed: 6000 rpm or above,<br>2. Maximum relative centrifugal force: 5070 g or above,<br>3. Angle Head'/swing out heads for holding test tubes<br>4. Max capacity: 24 x 15 ml, safety lid interlock to prevent coveropening during centrifuge. Warranty 2 years | 1 | Nos. |
| 2.040 | Centrifuge<br>• Digital speed indicator<br>• Number of slots 8<br>• Rotator capacity 8x15ml<br>• Speed 5000rpm<br>• Warranty 1 year<br>• Step less Speed Regulator.<br>• Safety Lid interlock during centrifugation.<br>• Digital speed meter and digital countdown timer. (Sample to be demonstrated). Warranty 1 year | 1 | Nos. |
| 2.041 | Compass Aesthesiometer-<br>1. Metal body with length 8 – 12 cm<br>2. Two arms with adjustable screw to increase or decrease the distance between the two tips from 0 to 7cm.<br>3. Sample to be demonstrated. | 20 | Nos. |
| 2.042 | Detachable ink writing apparatus with ink well for writing on Kymograph paper (to be used with Marey's tambour for stethography): | 25 | Nos. |

| | | | |
|---|---|---|---|
| | 1. Writing ink – blue (4 nos)<br>2. Writing to be demonstrated. | | |
| 2.043 | Digital chemical weighing balance scale ( 0.01gm- 500 gms) with wind shield and spatula. Warranty 1 year | 1 | Nos. |
| 2.044 | Digital weighing scale ( measuring max weight of 180 kg) | 1 | Nos. |
| 2.045 | ECG machine (Brand: RMS / BPL )<br>1. Single channel ECG recording.<br>2. Automatic and Manual Modes<br>3. Last Patient's ECG Storage<br>4. Auto Baseline control to optimize ECG lead printing<br>5. Dual Power Supply: Mains and battery operation<br>6. Indication for Battery Status, Charging and AC/DC operation<br>7. Paper out indication<br>8. ECG Acquisition 10 bits<br>9. Leads - Standard 12 leads<br>10. Sensitivity: 5,10,20mm/V<br>11. Paper transport speed : 25 or 50 mm / sec<br>12. Input Impedance >100m Ohm<br>13. Time constant 3.2 seconds<br>14. Notch Filter: 50hz (On/off)<br>15. Patient cable – 1 no.<br>16. Chest electrodes – 6 Nos.<br>17. Limb electrodes – 4 Nos.<br>18. Paper rolls – 1 No. (Cost of consumables should be quoted separately in remarks column of BOQ)<br>19. Battery Charger 1 No.<br>20. User manual<br>21. Demonstration of noise free ECG recording at the time of supply.<br>22. Warranty : 2 years | 2 | Nos. |
| 2.046 | Forceps (toothed) - 14 cm straight | 5 | Nos. |
| 2.047 | Forceps (toothed) - 5 ½" curved | 5 | Nos. |
| 2.048 | Forceps (toothed) - 5 ½" straight | 5 | Nos. |
| 2.049 | Hemocytometer box containing:<br>1. Improved Neubauer's chamber<br>2. RBC pipette<br>3. WBC pipette | 5 | Nos. |
| 2.050 | Hemometer - Sahli's Hemoglobinometer containing:<br>1. Hemoglobin tube,<br>2. Hemoglobin pipette,<br>3. Stirrer,<br>4. N/10 HCl bottle,<br>5. Small size dropper,<br>6. Comparator | 5 | Nos. |
| 2.051 | Lister's Perimeter (to chart Peripheral field of vision) Broad concave arc painted black in colour, diameter 27 in. Centre of the arc has an immovable white colored circular object, 10 mm in diameter, on which the subject fixes his gaze. A groove runs on one side of the arc; another white movable object, 7 mm in diameter can be moved along the groove, by turning a knob at the back of the arc. At the back of the arc a | 10 | Nos. |

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| | circular metal sheet which is graduated in degrees is provided along with a stand to fix the chart and marking stylus. At the front of the arc a height adjustable chin rest for the subject is provided.<br>Warranty 2 yrs. Charting to be demonstrated. | | |
| 2.052 | Mosses ergograph-<br>1. Wooden base plate with arm fixing straps and Finger holder<br>2. Pulley,with cord which connects to weights<br>3. Writing apparatus which records the movements of finger<br>4. Recording to be demonstrated. Warranty 2 years | 15 | Nos. |
| 2.053 | Scissors: 5 ½" curved | 5 | Nos. |
| 2.054 | Scissors: 5 ½" sharp edge (straight) | 5 | Nos. |
| 2.055 | Scissors: 5 ½" straight (blunt edge) | 5 | Nos. |
| 2.056 | Scissors: 6 ½" sharp edge (straight) | 5 | Nos. |
| 2.057 | Scissors: 7 ½" sharp edge (straight) | 5 | Nos. |
| 2.058 | Stethograph: Soft corrugated rubber tube - 10 to 13 inches in length, consists of an adjustable strap and pressing clip on one end and hook for the clip on the other end used to record human respiratory movements. (Sample to be demonstrated). | 15 | Nos. |
| 2.059 | Stethoscope: Diaphragm type, tube length min 75 cm. | 50 | Nos. |
| 2.060 | Students' Kymograph:<br>1. Speed: Adjustable speed in 8 steps from: 0.12, 0.25, 1.25, 2.5, 12.5, 25, 320 & 640 mm/sec.<br>2. Oil lapped gear system jerk free running<br>3. Instantaneous start & stop clutch<br>4. Stainless steel spindle<br>5. Recording drum: Heavy duty stainless steel of 6 inch diameter and height.<br>6. Power requirements: 220-240 V AC, 50-60 Hz Free demonstration. Warranty 2 years | 25 | Nos. |
| 2.061 | Students' Spirometer:<br>1. 6 liter capacity to measure vital capacity measurement<br>2. Outer cylindrical metal container inside which a light weight metal cylinder floats<br>3. Chain compensated counterbalance to float through pulley<br>4. Recording lever indicates value on metal disc with graduations from 0 to 6 litres.<br>5. Corrugated tube with metal mouthpiece.<br>6. Corrugated tube antistatic : 105cm X 22 mm (5 nos for each unit)<br>7. Demonstration of vital capacity measurement during installation should be done.<br>(Sample to be demonstrated). Warranty 2 years | 10 | Nos. |
| 2.062 | Teaching stethoscope - A stethoscope with one chest piece and two headsets (2 sets of binaurals) which allows instructor and student to perform simultaneous auscultation.<br>(Sample to be demonstrated). Warranty 2 years | 2 | Nos. |
| 2.063 | Von frey‘s hair aesthesiometer -<br>1. Cylindrical metal body<br>2. Sliding graduated tube at one end of length 4 to 7 cm.<br>3. Protruding horse hair from the open tip of the graduated | 25 | Nos. |

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| | tube.<br>4. Detachable protective cap for the tube containing hair.<br>5. Sample to be demonstrated. | | |
| 2.064 | Westergrens rack( to hold Westergren tubes in a vertical position) | 5 | Nos. |
| 2.065 | Wintrobe tube rack ( to hold Wintrobe tubes in a vertical position) | 10 | Nos. |
| | **CHEMICALS** | | |
| 3.066 | Acetone free methyl alcohol (for leishmann stain preparation) - Pack of 2.5 ltr | 3 | Packs |
| 3.067 | Ammonium bicarbonate AR - Pack of 500 gms | 1 | Packs |
| 3.068 | Ammonium Chloride AR - Pack of 500 gms | 1 | Packs |
| 3.069 | Ammonium oxalate - Pack of 500 gms | 1 | Packs |
| 3.070 | Anaesthetic Ether - Pack of 500 ml | 1 | Packs |
| 3.071 | EDTA disodium hydrate AR - Pack of 500 gms | 1 | Packs |
| 3.072 | Eosin - Pack of 25 gms | 1 | Packs |
| 3.073 | Gentian violet - Pack of 25 gms | 1 | Packs |
| 3.074 | Glacial acetic acid - Pack of 500 ml | 1 | Packs |
| 3.075 | Glucose AR - Pack of 500 gms | 1 | Packs |
| 3.076 | Leishman‘s stain powder (Microscopy grade) - Pack of 25 gms | 1 | Packs |
| 3.077 | Liquid Paraffin - Pack of 500 ml | 3 | Packs |
| 3.078 | Magnesium Chloride AR - Pack of 500 gms | 1 | Packs |
| 3.079 | Mercuric Chloride AR - Pack of 100 gms | 1 | Packs |
| 3.080 | N/10 HCl - Pack of 500 ml | 5 | Packs |
| 3.081 | New methylene Blue powder for vital staining (Pack of 25 gms) | 1 | Packs |
| 3.082 | Propylene glycol - Pack of 500 ml | 6 | Packs |
| 3.083 | Saline solution - Pack of 500 ml | 25 | Packs |
| 3.084 | Sodium carbonate - Pack of 500 gms | 1 | Packs |
| 3.085 | Sodium chloride - Pack of 500 gms | 1 | Packs |
| 3.086 | Sodium citrate - Pack of 500 gms | 1 | Packs |
| 3.087 | Sodium Sulphate - Pack of 500 gms | 1 | Packs |
| 3.088 | Teepal - Pack of 500 ml | 5 | Packs |
| | **GLASSWARES / PLASTICWARE ITEMS** | | |
| 4.089 | Cover Glass slips 22x22mm - Pack of 10 gms (Make: Rohem"/Slides"/Bluestar/Sunbeem) (sample to be submitted. Otherwise subject to rejection) | 300 | Packs |
| 4.090 | Dropper bottle with lid (30 ml or 50 ml capacity) - Plastic | 50 | Nos. |
| 4.091 | ECG Gel | 50 | Bott |
| 4.092 | ECG PAPER for mortara eli thermal paper 210x300x200 mm | 500 | Nos. |
| 4.093 | Glass beaker (Coning/DGW) - 1000 ml | 1 | Nos. |
| 4.094 | Glass rod - 50 cm. length, 1 cm thick (Used as staining rack) | 10 | Nos. |
| 4.095 | kymograph drum used in a kymograph drum (aluminium alloy drum outside diam is 170 mm height 200m | 10 | Nos. |
| 4.096 | Mareys tambour | 20 | Nos. |
| 4.097 | Measuring cylinder (glass) - 100 ml | 2 | Nos. |
| 4.098 | Measuring cylinder (glass) - 250 ml | 2 | Nos. |

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|---|---|---|---|
| 4.099 | Metronome tempo renge 20 to 252bpm pendulam steps various beat range | 2 | Nos. |
| 4.100 | Micro slide 75x25 mm. Thickness not than less 1.35mm ±1mm as per ISO 8037 (Clean and Clear without Funges) - Pack of 50 slides (Make: Rohem"/Slides"/Bluestar/Sunbeem) (sample to be submitted. Otherwise subject to rejection) | 200 | Packs |
| 4.101 | Microscope oil bottles with lid and glass rod - 30 ml capacity | 25 | Nos. |
| 4.102 | Pasteur Pipette - Glass (sample to be submitted) | 50 | Nos. |
| 4.103 | Pasteur Pipette - Plastic (sample to be submitted) | 20 | Nos. |
| 4.104 | Penicilline bottle empty 10 Ml | 200 | Nos. |
| 4.105 | Penicilline bottle empty 5 Ml | 200 | Nos. |
| 4.106 | Petri Dish - Bottom - 21 cm diameter, Lid - 20 cm diameter | 15 | Nos. |
| 4.107 | Petri Dish - Bottom - 9 cm diameter, Lid - 10 cm diameter | 5 | Nos. |
| 4.108 | Plastic beaker - 100 ml | 50 | Nos. |
| 4.109 | Plastic beaker - 250 ml | 5 | Nos. |
| 4.110 | Plastic beaker - 500 ml | 5 | Nos. |
| 4.111 | Reagent bottles (Diluting fluid bottle) with lid capacity - 50 ml | 25 | Nos. |
| 4.112 | Ten 20 Electrode Gel for reording EEG and evoked poentials | 2 | Nos. |
| 4.113 | TRANSPARENT perforated surgical pe tapes | 100 | Nos. |
| 4.114 | Watch glass - 10 cm diameter | 25 | Nos. |
| 4.115 | Watch glass - 5 cm diameter | 350 | Nos. |
| 4.116 | Westergrens pipette | 25 | Nos. |
| 4.117 | Wintrobe‘s tube for PCV & ESR | 200 | Nos. |

**Samples should be given to the Storeroom, Department of PHYSIOLOGY as per terms and Conditions (mentioned in Page 11) within ten days of the closing of online submission of bids failing which the bids will be rejected.**

## Terms and Conditions

1. JIPMER SUPPLY NOT FOR SALE should be printed / inscribed on all units as well as packages.

1. DOOR DELIVERY of the items, i.e., delivery to the department of **PHYSIOLOGY** is must.

3. Samples labeled each item with tender Serial no. must be sent to the Officer-in-Charge of **PHYSIOLOGY**, JIPMER, Puducherry, before the date of opening of the tender, if failing which the tender will not be considered as lowest.

4. Supplied items should have a minimum shelf life of two years.

5. Samples of non-consumable costly items above Rs.1500/- if not selected should be collected by the concerned firm within 60 days from opening of Price Bid. No claim shall be entertained after this period.

6. Items having ISI / ISO similar certification or equivalent are likely to get preference.

7. Selected 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 nos if any, PACK SIZE should be maintained & delivery quantity should be in one or two lot only.

8. Consumable/Non-consumable one Sample of each item should be submitted. Samples labeled on each item with tender Serial No. must be sent to the HOD of **PHYSIOLOGY**, JIPMER, Puducherry, before the last date, if failing which the tender will not be consider as lowest.

9. Expiry of goods if any during the supply period, the expiry goods should be replaced with long period with free of cost to **PHYSIOLOGY**, JIPMER, Puducherry.

**Section-III**

## GENERAL INSTRUCTIONS TO TENDERERS

1. **Period of contract**:

The contract shall initially be for a period of **TWO years** from the date of Price Bid opening that may be extended to **6 months**. The rates approved shall remain unchanged during the period of contract.

**2. Earnest Money Deposit (EMD)**

i. The tenderer shall furnish along with its tender, Earnest Money for an amount of **Rs.5000/- (Rupees five thousand only).** The Earnest Money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

ii. 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**.

iii. The registered vendors of JIPMER are exempted for EMD as per JIPMER purchase guidelines. In case the tenderer falls in this category, it should furnish copy of its valid registration details.

iv. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.

v. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

vi. 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.

vii. 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. <u>Eligibility conditions of bidders:</u>**

i. For items where the estimated value of annual procurement exceeds Rs 5 lakhs, the conditions as stated in Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as amended from time to time, shall apply. For such items, the Tenderer must be a domestic manufacturer that is a 'Class-I local supplier' or a 'Class-II local supplier' as defined under the above mentioned orders. For determining the eligibility of bidders to participate in the tender for such items where the estimated value of annual procurement of the item is more than Rs.5 lakhs bidders must furnish in tabular form as given in Appendix A the percentage of local content added and the place in this country where it was added, for each of such items, failing which the quote for such items where the required information is not provided in the Appendix as mentioned above, will be rejected summarily as being nonresponsive. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the Tender enquiry document to quote and enter into a contractual obligation.

ii. 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 person, 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 per cent, of shares or capital or profits of the company;
- "Control" shall include the right to appoint 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 person, 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 person, 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 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 quantity required in this tender to a government hospital in the last 3 years.

h. The bidder or the manufacturer must have an average annual turnover of at least Rs.1,00,00,000/-(Rupees one crore only) each during the last three financial years i.e. 2022-23, 2023-24, 2024-25.

i. Bidder should have ISO 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 Appendix A 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 Appendix A 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 2011. 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, 5% 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 5% 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 per cent from within the 25 per cent 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 in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit

will note be eligible for the benefits available under Public Procurement Policy for MSEs Order 2011.

**5. Demonstration of sample**

The tenderer must give a sample within **ten** days of the closing of online submission of bids failing which the bids will be rejected.

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

i. E-Tender form shall be completed in all respect, signed in full and stamped at appropriate places and initialed and stamped on all remaining pages. Incomplete or e-tenders without tender processing fee, EMD, Make-in-India self-certification as in **Appendix-A** only by original manufacturer, **GFR 144 (xi) compliance certificate** as in **Section-IX** shall be treated as invalid.

ii. Bidders have to ensure that all the documents are properly filled.

iii. Conditional tenders are liable to be rejected.

iv. Bids received and found valid will be evaluated by JIPMER to ascertain the complete work/services under the specification and documents. The bidder should take care to submit all the information sought by JIPMER 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. Vendors 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 of that the bid will be rejected summarily.**

**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 forfeiture of the EMD furnished by the bidder in its bid.

**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. Fee Cover

i. **E-tender Processing fee** of **Rs.590/-** (Rupees five hundred and ninety only) inclusive of 18% GST payment **receipt** duly self-attested and rubber stamped should be uploaded.

ii. Scanned copy in pdf format of **EMD receipt** or, if EMD exemption is claimed, **copy of valid registration** details proving that the bidder is a Micro or Small enterprise (**Only Manufacturer** for the items being quoted) or is registered as a Small-Scale Industry with MSE or Valid registration certificate if registered with JIPMER, as the case may be, should be uploaded. **Traders and service providers are not exempted from EMD**.

b. In the cover named "**Prequal**" the scanned copy in pdf format of the following documents are to be uploaded:

i. The **Bidder's Profile** as per in **Section-V** must be downloaded duly filled signed and stamped and uploaded.

ii. **Tender Form** as in **Section-VII** must be downloaded duly filled signed and stamped and uploaded.

iii. **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

iv. Copy of Self Certified **GST registration certificate** and Copy of **PAN Card** must be uploaded as a single PDF file.

v. **Bank Details** (Beneficiary name, Bank name, Account number, IFSC code, Branch address on letterhead).

vi. **Check list** as in **Section-VIII** in the prescribed format duly filled and signed must be uploaded.

c. In the cover named **"Technical"** the scanned copy in pdf format of the following documents are to be uploaded:

i. **Copies of Supply orders/Completion certificate** in support of Eligibility condition 1 and 1.

ii. **Manufacturer's Authorization letter** in company letterhead in format in given **Section-VI**

iii. A copy of certificate registered with Competent Authority under **GFR 144 (xi) (mandatory)** or **GFR 144(xi) compliance certificate** as in **Section-IX** must be uploaded.

iv. 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 **Appendix-A (mandatory)** mentioning percentage of value addition in India and address of value addition for each item quoted, by Original Manufacturer and any other document that the bidder wishes to submit as a single PDF file.

v. 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.

**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 has to 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 Appendix-A must be given and uploaded by original manufacture. The distributor can upload the Appendix-A 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 tenderers shall submit their tenders as per the instructions contained as above. Tenders 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 Tenderer 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. <u>Tender opening</u>**

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. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

iii. This being a Two-Bid Tender system, the **<u>Techno-Commercial Tenders</u>** 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, EMD 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.

**15. <u>Scrutiny and evaluation of tenders</u>**

**A.** Basic Principle

Tenders will be evaluated on the basis of 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 Tender'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;

i. Tender validity is shorter than the required period.

ii. Non-submission of EMD receipt or EMD exemption certificate.

iii. Non-submission of receipt of tender processing fee.

iv. Non-submission of self-certification in format as given in Appendix-A only by original manufacturer, for determining eligibility to participate in the tender under the "Public Procurement preference to Make in India" order.

v. Non-submission of GFR-144 (xi) compliance certificate.

vi. Tenderer has not agreed to give the required performance security of required amount in an acceptable form.

vii. Non-submission of samples within ten days of the closing of online submission of bids

viii. Poor/ unsatisfactory past performance.

ix. Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

x. Tenderer is not eligible as per tender conditions.

xi. Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the item quoted.

xii. Non-submission of all details of quoted items (HSN, MSME, Make-in-India, make/brand, model, pack size and remark).

xiii. 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.

**16. <u>Minor Informality/Irregularity/Non-Conformity</u>**

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 tenderer 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.

**17. <u>Award of work</u>**

i. The selection of the agency will be at the sole discretion of the JIPMER 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.

**18. <u>Code of Integrity in Public Procurement; Misdemeanours and Penalties</u>**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 9 (including the penalties prescribed therein) shall be considered to be part of this clause of GIT (even though it is not being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

## 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 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 8. 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 the value of contract as Performance Security Deposit (PSD) within two weeks after award of contract, through SBI Collect available on JIPMER website. 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. JIPMER 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 JIPMER from the contractor's Performance Security Deposit or pending bills or by raising a separate claim.

## 8. Termination clause:

During the period of agreement if it is found that the agency is not providing proper services, the JIPMER reserves rights to make the vendor forfeit the security deposit deposited with JIPMER or part thereof in favour of JIPMER 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 is breach of the contract. In addition in case it is found that the supplier is charging by fraudulent means or indulging in criminal activities the contract will be terminated immediately.

## 9. Code of Integrity in Public Procurement; Misdemeanours and Penalties

### 9.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1. **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2. **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
3. **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

4. **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5. **"Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
6. **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

**9.2 <u>Obligations for Proactive Disclosures:</u>**

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

**9.3 <u>Misdemeanours and Penalties</u>**

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) commits any of the following misdemeanours:

a) violates the code of Integrity mentioned in GCC-clause 9.1 or the Integrity Pact if included in the Tender/ Contract;

b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.

2) commits any of the following misdemeanours:

a) has been convicted of an offence:

(i) under the Prevention of Corruption Act, 1988; or

(ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

**9.4 <u>Penalties for Misdemeanours</u>**

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

**9.4.1 if his bids are under consideration in any procurement**

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
2) calling off of any pre-contract negotiations, and;
3) rejection and exclusion of Bidder from the Tender Process

**9.4.2 if a contract has already been awarded**

1) Termination of Contract for Default and availing all remedies prescribed thereunder;
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate)

**9.4.3 Remedies in addition to the above:**

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this subclause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all

the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 9.3) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 9.3) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

**10. Jurisdiction of the courts**

Jurisdiction of the courts for settlement of disputes:- Jurisdiction for the settlements of disputes if any is Puducherry only.

In above mentioned conditions Director JIPMER reserves all the rights.

**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 | |
| 1. | Name and Address of the Tenderer | |
| 3. | Phone No<br>a) Land line number (functional between 9 am and 5 pm) | |
| 4. | Mobile No of contact person (available from 9 am to 6 pm) | |
| 5. | Email ID of the Tenderer | |
| 6. | Email ID of the contact person | |
| 7. | Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written) | |
| 8. | Manufacture Name | |
| 9. | Manufacture Address | |
| 10 | Whether Tenderer is registered MSE (Manufacture the product quoted)<br>(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,

Signature

Dated: (Name and Designation & Seal)

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

**Section-VI**

**MANUFACTURER'S AUTHORISATION FORM**

**(Letterhead)**

Date: _____

To
The Director,
JIPMER, Puducherry

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 further confirm that no supplier or firm or individual other than Messrs_____(name and address of the above agent) is authorised 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 hereby extend our full warranty, CMC/AMC as applicable as per the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document. 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 letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
(2) Original letter may be sent.
(3) The purchaser reserves the right to verify this document with its signatory.

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

To Date: _____
The Director
JIPMER, Puducherry 605006

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/ 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 what 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 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 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)
(Name and designation)

Duly authorized to sign tender for and on behalf of

## Section-VIII

## CHECK LIST 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)<br>ii. EMD receipt or if EMD exemption, Valid MSE (Only Manufacturer) certificate or JIPMER Registration Certificate | |
| 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 & Lose A/c i.e. 2022-23, 2023-24, 2024-25. | |
| 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 and | |
| 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 Appendix A | |
| 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) | |

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

Name:
Seal:

Date:
Place:

**SECTION – IX**

## 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)

| Item Code | Name of the Item | 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<br>I certify that the Bidder is NOT from such a country for this item. | Signature of Bidder (required in each row failing which that row will not be considered) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

Thanking you.

Authorized Signatory

**Appendix-A**

## (To printed on the Firm's letterhead)

**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.-ll 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.

b.

"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.-ll 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.

| Item Code | Name of the Item | Percentage of Local content | Location of value addition in India. | Mention whether Class I local supplier or Class II local supplier or non-local Supplier |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Authorized Signature:
Name:

c. In cases of procurement for a value in excess of 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.

d. 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.

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

f. 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.

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

h. 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.

i. A fees of Rs.10000/- in the form of demand draft favoring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

j. 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.

k. 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.

Signature Not Verified
Digitally signed by PRASHANT SHANKARRAO ADOLE
Date: 2025.12.23 15:35:23 IST
Location: eProcure-EPROC