



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोली दाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्की प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोली दाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निश्पादित किया गया हो।

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG),

Tele: 0771- 2577327

Website: www.aiimsraipur.edu.in/www.eprocure.gov.inEmail:

storesofficer.hp@aiimsraipur.edu.in



आरोग्यम् सुख सम्पदा

Notice Inviting Tender for

"Fully automated Chemiluminescence Immuno assay Analyzer - with prenatal screening markers (Free of Cost)" on Reagent Rental Basis per test wise for 5 years rate contract basis at Department of Biochemistry

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

| | |
|---|----------------------|
| Published Date | 02/07/2024 18:00 Hrs |
| Bid Document Download / Sale Start Date | 02/07/2024 18:00 Hrs |
| Clarification Start Date | 02/07/2024 18:00 Hrs |
| Clarification End Date | 05/07/2024 15:00 Hrs |
| Pre bid meeting | 05/07/2024 15:30 Hrs |
| Bid Submission Start Date | 13/07/2024 10:00 Hrs |
| Bid Submission End Date | 29/07/2024 15:00 Hrs |
| Bid Opening Date | 30/07/2024 15:30 Hrs |

**Tatibandh, G.E. Road, Raipur -492099 (CG),
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अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road, Raipur-492 099 (CG)

Website : www.aiimsraipur.edu.in

Tele: 0771- 2577327, e-mail: storesofficer.hp@aiimsraipur.edu.in

Subject:Tender for Supply of "Fully automated Chemiluminescence Immunoassay Analyzer - with prenatal screening markers(Free of Cost)" on Reagent Rental Basis per test wise on 5 years rate contract basis at Department of Biochemistry at All India Institute of Medical Sciences, Raipur.

1. Online Tender in Two bids (Technical and Financial) is invited on behalf of Director, All India Institute of Medical Sciences, Raipur for Supply of Fully automated Chemiluminescence Immunoassay Analyzer - with prenatal screening markers (Free of Cost) for 5 years on Reagent Rental Basis per test wise for Department of Biochemistry. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and tenderer is liable to be banned from doing business with AIIMS Raipur.
6. The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
7. **Manual bid shall not be accepted in any circumstance.**
8. The complete bidding process in online bidding, Bidder should be possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
9. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.**
10. **Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery& other terms.
11. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
12. **Manufacture/OEM/Dealer/Distributor must provide evidence of having supplied same item on Reagent Rental Basis per test wise in government hospital/organization or reputed private hospital/ organizations in India.**
13. **Manufacture/OEM** should be registered and should have average annual turnover at least Rs. **150 lakh** in the last three financial years. Copies of authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years should be uploaded. In case of Dealer/Distributor/Supplier haven't minimum annual turnover they should submitted Manufacture/OEM authenticated balance sheet & Profit & loss A/c/Income Expenditure for last three financial years. Dealer/Distributor/Supplier also submitted their authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years

14. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
15. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
16. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the PSD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
17. In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director/AIIMS/Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
18. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
19. All disputes shall be subject to Raipur Jurisdiction only.
20. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
21. The Tender/Bid will be opened on Store office at AIIMS Raipur Premises.
 - i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
 - ii) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
22. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
23. **Award of Contract**

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

 - i) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
24. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
25. Conditional bid will be treated as unresponsive and it may be rejected.
26. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
27. **A brochure displaying clearly the product is to be attached with the tender (if required).**
28. **Earnest Money:**
 - a) As to invite wider participation, earnest money **₹7,87,000.00** of by means of a Bank Demand Draft/FD/BG, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The used instrument must reach at

officer of the Stores Officer (H) Gate no. 1, Hospital Store, AIIMS, Raipur before opening of tender.

- b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- i) Tenders without Earnest Money will be summarily rejected.
- ii) No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iii) MSE units interested in availing exemption from payment of bid security should submit a valid copy of their registration certificate issued by the concerned NSIC/Udyog Aadhaar. If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSME Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.
- iv) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
29. **EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.**
30. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
31. **Selection Criteria:**
- a) The tenderer shall quote the cost of all the tests included in our NIT. The cost per test should include all the charges of chemicals, reagents, controls, calibrators, cleaning solutions other consumables, maintenance, service & repair along with equipment, if any. No further cost will be paid for maintenance, service and repair in future.
 - b) L1 bidder will be decided on the basis of average of quoted CPRT and exceptionally higher CPRT of any parameter will be subject to negotiation.
 - c) If at any stage it is found that bidders have included any hidden costs such bid/contract shall be liable to outright rejection.
 1. **Supply of reagents:** The reagents would be supplied directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS, Raipur within 30 days.
 2. The rates of reagents will be fixed for a period of five years; any other parts / consumable / controls other than reagents will be borne by the successful tenderer. Regular supply of the required consumables in advance will be responsibility of supplier; no extra payment will be made for this.
 3. Analyzer must work without break. In the event of break down cost of investigation got done from outside will borne by the supplier and must be done at NABL accredited lab within Raipur.
 4. Contract may terminate at any time without any prior notice if service of tenderer is not found satisfactory.
 5. The Equipment shall be a newly manufactured one and not a refurbished item. Certificate from the manufacturer should be enclosed depicting that the equipment supplied is newly manufactured.

6. The period of Contract between the successful bidder and the Institute shall be fixed for 05 years and successful tenderer shall maintain the equipment for the period of Contract; any cost of maintenance including the spares shall be borne by the successful tenderer.
- **Maintenance:** The Bidder will maintain the Fully automated Chemiluminescence Immunoassay Analyzer - with prenatal screening markers for a period of five years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful tenderer has to bear the loss incurred to the AIIMS, Raipur.
32. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.
33. Firm should avail technical support staff within 24 hrs upon receipt of breakdown, to take action regarding repair or replace of defective equipment/parts. The cost of repair/replacement shall be borne by the suppliers.
34. **Purchase Preference to Local Suppliers**
 In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 15th June 2017 and F.No. Z.28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
1. **Minimum local content:** The minimum local content shall ordinarily be 35% as per Government of India Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.
 2. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
 3. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017:
 - i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).
35. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Officer In-charge
 Procurement of Lab Consumables
 Store (H) AIIMS Raipur

Other Terms & Conditions

1. **Performance Security Deposit:**

- a. The successful bidder shall have to submit a performance guarantee (PSD) @ 3% of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e. 22nd day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 45 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees.
- b. Successful supplier/firm should submit Performance Security Deposit in favour of “AIIMS, Raipur” to be received in the Store Office, Hospital Store, Gate NO.1Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents, for an amount covering 3% of the contract value.
- c. The Performance Security Deposit should be established in favour of “AIIMS Raipur” through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the Performance Security Deposit shall be for a period of 60 days beyond Contract Period.

2. **Delivery:** The successful bidder should strictly adhere to delivered all the goods shall be delivered and installed **within 30 days** from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause no. 4.
3. **Penalty:** If the suppliers fails to **Supply** place any or all the material or perform the service by the specified date as **mentioned** in purchase order and non visit of technical support staff after contracting, penalty at the rate **Rs. 1000/- per week per instance or part thereof delayed** value of goods subject to the **maximum of 10% of invoice value of the month calculated on the basis of CPRT.**
4. **Non production of item** –Rs. 1000/- per day subject to maximum of 10% of bill value of the month.

Breakdown/interruption of services - A penalty equivalent to triple the amount of cost of the tests not performed due to malfunctioning or non availability of instrument will be levied in such scenario of any delay/failure in testing from outside labs, in case of breakdown of the equipment. If breakdown period exceeds to 24 hours, the firm has to bear the loss incurred to AIIMS Raipur.

Items nearing expiry / Expired: The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced by the tenderer at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of AIIMS Raipur.

5. **Right of Acceptance:** AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
6. **Validity of the bids:** The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
7. **Incidental Services:** The supplier shall be required to perform the following services:-
 - a) Installation & Commissioning, Supervision and Demonstration of the goods.

- b) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c) On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
- d) Supplying required number of operation & maintenance manual for the goods.
- e) To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.
8. **After Sales Service:**
After sales service center should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hours to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
9. **Demonstration:** - AIIMS Raipur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.
10. **Shifting:** The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of AIIMS, Raipur, should the situation arise and whenever any further shifting take place, it will be done by supplier/firm.
11. **Risk Purchase & Recovery of sums due:**
- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'noncompliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
 - The amount will be recovered from any of his subsequent / pending bills or performance security deposit.
 - In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.
12. **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
13. **Communication of Acceptance:** AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
14. **Insolvency etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.
15. **Discrepancies in Prices:**
- a) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
 - b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;

c) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

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

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

17. **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

18. **Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.

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

20. **Terms of payment:** The supplier will provide the bill for one quarter or one month as per their convenience upon certification of submitted invoice by the concerned Department. No advance payment will be made to the supplier under any circumstances. Report generated from C-DAC/HMIS for total no. of tests performed and reported duly verified by Department.

21. **Packing:** Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with indelible paint of proper quality as below:-

- a) Purchase Order number and date.
- b) Brief description of goods including quantity.
- c) Purchaser's name and full address.
- d) Supplier's name and full address.

22. **Good & Service Tax:**

1. GST rates applicable on the quoted item may please be mentioned in the bid document.
2. It may be confirm if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.

“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”.

3. **HSN Code** for each item should be clearly mentioned on BoQ/Financial Bid.

23. **Fall Clause:**

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.

2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates afterwards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.
Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at their own cost.
24. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
25. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.
26. **Scope of work on the part of AIIMS Raipur:**
 - a) Space
 - b) Electricity
 - c) Sample Collection
 - d) Expenses on integration with C-DAC/ HMIS Software
27. **Contract Period:** The Rate Contract for supply of tests/items (as per **Annexure-I,II**) shall be valid for a period of **five year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one or more year**. The Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.
28. Prices should be quoted as cost per reportable test (CPRT). The price quoted should be firm & final, which is inclusive of the cost of Equipment, Maintenance, Accessories, Repairs/ Services, Reagents, Calibrators, Consumables, controls if any including and other products required to perform the test for the full contract period.
29. The Number of Calibrators for all the CPRT and all other requirements required to perform the test would be as per the norms/ frequency of NABL standards and as required by HOD/Professor Incharge of Department, the cost of which will be borne by the successful bidder.
30. The Calibration of the Equipment would be as per the norms/frequency of NABL standards or as required by HOD/Professor Incharge of Department would be done by the successful bidder.

31. Application support, engineering support, bi-directional interfacing, machine downtime (24 hrs) including wear and tear of parts and preventive maintenance kit or parts according to schedule, training, validation tests, demonstration are to be provided free of cost by the bidder.
32. The rates should be quoted as per the BoQ uploaded on e- procurement portal of GOI, Taxes/GST, if any, should be indicated separately. Rates should be valid up to three years from the date of installation of the instrument. Further, rates may be revised on completion of every three years of service. The Bidder shall not tamper/modify downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.
33. The bidder should be agreeable to justified review of CPRT with increase in sample volumes for each test. Rates of CPRT will be freeze/same for 05 years or whenever RC will expire.
34. The rate shall be quoted “Cost per Reportable Test (CPRT)”. Cost per reportable test includes all expenses e.g. instrument placement cost, maintenance cost, cost of consumable and spares (essential and others), cost of reagent, wash solution, calibrator, controls repeat test etc.
35. **Wherever CGHS rates are available bidder should ensure that rates quoted by them should be less than CGHS rates as AIIMS is providing space, electricity and sample collection services.**
36. **L-1 will be decided on the basis of average prices of all the test parameters and exceptionally higher CPRT of any parameter will be subject to negotiation. The quoted price per test (CPRT) which includes all expenses explained above. Nothing extra on any account shall be borne by the Institute.**

Officer In-charge
Procurement of Lab Consumables
Store (H) AIIMS Raipur

Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

- a) Copy EMD instruments must be uploaded.
- b) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/ Supplier/trader relevant document should be uploaded.
- c) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- d) In case of Distributor/Dealer/Supplier must be upload Manufacture/OEM's annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- e) Copy of PAN Card **should be uploaded (Bidder)**.
- f) Firm/Company registration certificate should be uploaded (**Bidder**).
- g) The GST registration details may be furnished (**Bidder**).
- h) Income Tax Return of last three years should be uploaded (**Bidder**).
- i) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed as per the **Annexure I**. (Bidder / OEM/ Manufacturer)
- j) "Declaration by the Bidder "as mentioned in tender document should be uploaded (**Bidder**).
- k) Format for Price Breakup as per **Annexure III**.
- l) *Technical specification compliance report* should be uploaded (**Annexure-II**). If any deviation is there, in reference to the tender specification, with their quoted specification, it should be clearly stated. Otherwise the bid should be treated non responsive & no further intimation can be entertained.
- m) An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
- n) Have you previously supplied these items to any government/ reputed private organization/institution? If yes, attach the relevant poof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.
- o) Integrity Pact.

PRICE BID

- (a) Price bid in the form of BOQ_XXXX.xls.
- (b) Miscellaneous Sheet.

**Specifications of Fully Automated Analyzer (Free of Cost) as mentioned below:
(Required on Reagent rental basis for tests to be done on Fully Automated Analyzer)**

| Fully Automated Chemiluminescence Immunoassay Analyzer | | |
|--|-----------------------------|---|
| Technical Specifications | | |
| 1. | System | a) The system should be NEW and not refurbished. b) The complete system should be latest on the production line. c) Floor model to be provided. d) Supplier must provide original documentary proof of the date and place of manufacturing of the equipment at the time of supply e) Equipment and all reagents should be BIS/European CE-IVD/USFDA/CDSCO approved. |
| 2. | Technology | The system should be based on Chemiluminescence with Magnetic particle separation |
| 3. | Parameters Menu | The system should have reagents to cater to assays as per the list given in annexure-II. |
| 4. | Throughput | The system should offer a throughput of minimum of 300 tests/ hour. |
| 5. | Software | a) The system should be provided with free compatible software for reporting prenatal testing for the entire period of contract the machine is installed at AIIMS Raipur. b) The software should be IVD, FDA and FMF certified. |
| 6. | Random Access | The system should be True random access analyzer wherein the operator can load samples, reagents and consumables at any point of time on the fly without the analyzer to be on standby or in pause mode. |
| 7. | Sample Management | a) The system should have capacity for continuous loading option for at least 60 samples. b) STAT prioritization should be available on system without interrupting the routine run. |
| 8. | Sample types | The system should be capable to process Serum, Plasma, Urine, Body Fluids, CSF and Whole blood. |
| 9. | Reagents compartment | The system should have the capacity to hold at least 40 reagent packs on board with refrigeration at (4-6 degrees C) at a given time. |
| 10. | Sample containers | The system should be capable of processing samples from all types of tubes including standard primary tubes (vacutainer and non vacuum), |

| | | |
|-----|----------------------------|---|
| | | insert cups, pediatric insert, auto aliquot tube, all sort of vacutainers, micro centrifuge tubes, false bottom tubes. |
| 11. | Sample probe | a) Equipment must have separate sample and reagent probe. b) System should be equipped with sensors on the sample probe to alert operators to inadequate samples, clot, bubble, viscosity in sample. |
| 12. | Reaction cuvettes | Should be of disposable type. |
| 13. | Dilution | The system should have the facility for onboard auto dilution and reflex testing. |
| 14. | Carryover | The system should have Ultrasonic probe wash/ disposable tips to prevent carryover. |
| 15. | Mixing | Sample mixing should be uniform with /without stirrer. |
| 16. | Barcoding | The system should use ready to use bar-coded reagents. |
| 17. | Calibration | a) The system should have 2-6 point true calibration. b) Random access of calibration should be possible. c) The calibration schedule of each parameter must be provided at the time of installation. d) The frequency of calibration for parameters should be as per schedule already defined as lot changes, QC issues/outliers and after maintenance of equipment. e) Any increase in frequency of calibration to be borne by the vendor. f) The cost of calibrations should be included in calculation of CPRT(Cost per reportable test) |
| 18. | Quality Control(QC) | a) The system should have Inbuilt QC monitoring system. b) The system should have extensive QC graphics including L-J plots with QC management with Westgard configurable QC rules. c) Three levels of internal QC should be provided by the bidder from a FDA approved third party manufacturer. d) Each level of QC will be run twice daily. The cost of running QCs should be included in calculation of CPRT (Cost per reportable test). |
| 19. | Self diagnosis | The system should be capable of self-diagnosis for error and error recovery system. |
| 20. | Maintenance | a) The system should be capable to carry out daily maintenance on automated mode. b) The maintenance schedule of the equipment should be provided at the time of installation. |

| | | |
|-----|---------------------------------|---|
| | | c) The firm will install the machine free of cost and will take care of regular services, maintenance, and repair in order to ensure the proper functioning of the equipment for the entire contract period. |
| 21. | Results | The system should have compatible software to display the results both test-wise and patient wise format. |
| 22. | Online status | The system should provide the online status of cuvettes, samples, reagents, worksheet and quality control. |
| 23. | Host query | The system should be bi-directional with true host query, RS 232C Serial so that it can transfer data from the system to the LIS-CDAC e-Sushrut installed at AIIMS Raipur, for easy reporting. |
| 24. | Waste collection | The system should have dedicated waste bag for solid waste and an easy to dispose liquid waste container. |
| 25. | Water requirement | No separate installation of water system should be required for the instrument |
| 26. | Reagents and consumables | <p>a) The firm has to quote the cost per reportable test (CPRT) for the investigations mentioned in table 1 which will be frozen for the entire period of contract.</p> <p>b) If any other parameter is added later, the rate should be comparable with the rate quoted in any other Government institution or reputed institute with similar work load</p> <p>c) The firm should maintain enough reagent stock for uninterrupted services.</p> <p>d) The cost of the reagents, calibrators, Internal Quality Control material and all the other consumables necessary for the estimation of investigations mentioned in Annexure-II should be included in the calculation of CPRT.</p> |
| 27. | Detection limit | The reagents provided should be able to detect concentrations below, in and above the range of normal clinical levels |
| 28. | Data storage | Program should have access to report retrieval, statistics and storage for data should be up to 1 year or more |
| 29. | Multi switching | There should have a provision of loading minimum two reagent pack of a single parameter in an onboard refrigerator without touching the system console. |
| 30. | Warranty & CMC | The system should be supplied with a Warranty -5 year (including all the accessories & software), & CMC- 5 years |
| 31. | UPS backup | a) Online UPS for minimum 60min backup for the complete analyzer. |

| | | |
|-----|---|---|
| | | b) An additional computer with laser printer should be provided (8 GB RAM, i5 Processer) |
| 32. | General Specifications | |
| | <ol style="list-style-type: none"> 1. Any necessary up gradation of the equipment in future for the period of contract will be the supplier’s responsibility. 2. The firm has to quote the cost per reportable test (CPRT) for the investigations mentioned in Annexure-II which will be frozen for the entire period of contract. 3. If any other parameter is added later, the rate should be comparable with the rate quoted in any INI or other Government institution. 4. The firm should maintain enough reagent stock for uninterrupted services. 5. The cost of the reagents, calibrators, Internal Quality Control material and all the other consumables necessary for the estimation of investigations mentioned in Annexure- II should be included in the calculation of CPRT. 6. Reagents cost for AIIMS, Raipur should be compatible with the existing INI rates or lower. 7. In case of additional test parameters to introduce later, the rates should be as per rate supplied to other INIs or other Govt. institutes. 8. Any expired and un-used reagents shall be replaced. Invalid test results due to mechanical failure will not be charged by the firm and in such case the firm has to bear the cost of the tests. 9. Three levels of internal QC should be provided by the bidder from a FDA approved third party manufacturer. 10. Each level of QC will be run twice daily. The cost of running QCs should be included in calculation of CPRT (Cost per reportable test). 11. The frequency of calibration for parameters should be as per schedule already defined as lot changes, QC issues/outliers and after maintenance of equipment. 12. The system should be provided with all the necessary consumables required to start the testing from the day of installation and validation. The vendor must provide all these consumables from there on for further processing of samples. Sampling cups, tips, cuvette, calibrators and controls to be provided as per the need of the end user. 13. The firm must provide reagent kits & accessories each of 50 tests each of the different measurement mode for method validation of equipment and parameters. 14. If the Lab is starting any new parameter (Included in the RC but not validated during the RC) later after installation the firm must provide reagent kit of 50 tests for validation. 15. L₁ will be decided as per the rates of following list of essential tests (as per the annexure -II) 16. The vendor should bid for the latest generation of the reagents available at the time of bidding. 17. The concerned firm shall supply sufficient reagent kits as per departmental protocol for validation of the system in relation to Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ). | |

18. After completion of IQ and OQ there will be 6 months of evaluation period and if the performance is not found satisfactory AIIMS, Raipur reserves the right to discontinue the agreement.
19. Demonstration and onsite training of staff up to their satisfaction by the application experts is an absolute must.
20. The supplier will guarantee one visit of technical support staff every three months for periodic/preventive maintenance and any time for attending repairs / breakdown calls.
21. The firm should provide the details of after sales and service and application backup for system, reagents, and all accessories provided with the system.
22. The concerned firm shall be responsible to provide and update the latest software to operate, to data backup and provide and install interfacing software for LIS. It is the responsibility of the vendor to integrate the software of the equipment with the existing bidirectional HIS of the hospital free of cost.
23. After due evaluation of the bids Institute will award the contract to the responsive tenderer who has quoted the lowest Price per test. Taxes have to be mentioned clearly in percentage including GST.
24. OEM should have its own Service Centre and Service Engineer based at Raipur / Chhattisgarh. After sales services should be available 24 hours basis and must be able to provide services within 24 hours of breakdown failing.
25. During this period the firm has to process the samples from a NABL accredited Lab to get the reports. For the same, the firm must provide a list of accredited labs to which it will send the samples.
26. If the samples are not analyzed in an accredited lab and reports issued within 24 hours, an amount of Rs. 10000 may be levied per day as penalty.
27. OEM should provide 3 purchase orders and performance certificates (at least 5) from the reputed institutions/organizations of national importance for the last five years.
28. The firm shall also be responsible for any civil electrical, air handling and other up gradation of area allocated to make it most suitable for installation of the automated equipment.
29. The firm should provide necessary software required for processing & reporting any special test parameters run by the Lab.

Annexure -II

| S.NO | Name of test | Tentative Annual Requirement (Tests) |
|------|-----------------------------|--------------------------------------|
| 1. | AFP | 1500 |
| 2. | Anti CCP | 3000 |
| 3. | Anti-TPO | 5000 |
| 4. | CA 125 | 1200 |
| 5. | CA 19-9 | 900 |
| 6. | CEA | 1600 |
| 7. | CKMB | 1000 |
| 8. | Cortisol | 2500 |
| 9. | C-Peptide | 1100 |
| 10. | Ferritin | 7500 |
| 11. | Folate | 9000 |
| 12. | Free Beta HCG | *500 |
| 13. | Free PSA | 2400 |
| 14. | Free T3 | 15000 |
| 15. | Free T4 | 15000 |
| 16. | FSH | 1800 |
| 17. | High-sensitivity Troponin I | 2800 |
| 18. | Homocysteine | 1400 |
| 19. | Inhibin A | *500 |
| 20. | Insulin | 1200 |
| 21. | Intact PTH | 4000 |
| 22. | LH | 1920 |
| 23. | PAPP-A | *500 |
| 24. | Progesterone | 5250 |
| 25. | Prolactin | 3000 |
| 26. | Testosterone II | 1700 |
| 27. | Total HCG | 1200 |
| 28. | Total T3 | 14400 |
| 29. | Total T4 | 12000 |
| 30. | TSH3-Ultra | 42000 |
| 31. | Unconjugated Estriol | *500 |
| 32. | Vitamin B12 | 20000 |
| 33. | Vitamin D total | 30500 |
| 34. | 17(OH) Progesterone | 4000 |
| 35. | Anti- throglobulin | *500 |
| 36. | CA15-3 | *500 |
| 37. | Carbamazepine | *500 |
| 38. | Cyclosporine | *500 |
| 39. | Digitoxin | *500 |
| 40. | Digoxin | *500 |
| 41. | Everoliums | *500 |
| 42. | Gentamicin | *500 |
| 43. | NT-proBNP | *500 |
| 44. | Phenobarbital | *500 |
| 45. | Phenytoin | *500 |
| 46. | TNF α | *500 |
| 47. | Tacrolimus | *500 |
| 48. | Valproic acid | *500 |
| 49. | Vancomycin | *500 |

Note:

- 1. Estimated number of tests has been given from previous year. Number of investigation may change for each parameter as per the statistics of the institute.**
- 2. There is no obligation on the part of AIIMS, Raipur to buy the specified number of test per assay. The department reserves the right to carry out and pay for decreased/ increased number of tests.**
- 3. Consumption of the few parameters is marked as * and may be needed for future expansion for patient benefit. Approximately 500 tests per year may be needed for these parameters.**

Declaration by the Bidder:

1. I am authorized signatory of the agency/firm and am competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Procurement Cell, AIIMS, Raipur immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Annexure I**Format of Experience certificate**

| Sl. No | Contract No. /Supply order No | Name of the Purchaser | Description of work | Qty Supplied | Value of Contract |
|--------|-------------------------------|-----------------------|---------------------|--------------|-------------------|
| | | | | | |
| | | | | | |

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

- a. User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed.
- b. Copies of supply orders of the same models quoted (without hidden price for rate justification).

Annexure-II**Technical compliance statement**

| Name of the item with make/ brand | Requirement of the Purchaser (as mentioned in the technical specification of the bid document) | Offer by the Bidder | Deviations (if any) |
|--|---|----------------------------|----------------------------|
| | | | |

(To be submitted with financial Bid)**Annexure-III****Format for Price Breakup of Fully automated Chemiluminescence Immunoassay Analyzer
- with prenatal screening markers**

| Sr. No. | Detail of Item Essential tests | Pack Size | No of tests per pack | Cost per pack | Cost per test | Cost per reportable test (inclusive of all consumables) | % GST | Total cost per reportable test (CPRT) inclusive oftaxes |
|---------|--------------------------------|-----------|----------------------|---------------|---------------|---|-------|---|
| 1. | | | | | | | | |

| | |
|---|--|
| Details of the terms to be supplied for Fully automated Chemiluminescence Immunoassay Analyzer - with prenatal screening markers with each kit or as and when required: | |
| 1. | Reagents required to run various test parameters |
| 2. | Items required for maintenance like Cleaner/Washer/Diluents |
| 3. | Calibrator – required at definite intervals |
| 4. | Quality Controls (Physiological and Pathological range control required daily) |
| 5. | External quality control materials |
| 6. | Any other accessory/ any other consumables required for maintenance of machine and running above test must be included |

(Signature of Authorised Signatory)

With rubber stamp of the firm

Note:

1. The bidder with maximum number of essential category test in cheaper rate will be the first priority in financial bid. Items which are required for smooth functioning of equipment and are not quoted or missed out by firm, shall have to be supplied free of cost for the entire period of installation.
2. Rate per valid reportable test (CPRT) will be considered in finance bid calculation (Last column of the above table).
3. Institute will pay GST as per government rule.
4. Institute does not commit any minimum number of tests per month. Test volume will depend on the requirement, financial resources available and agency performance.

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To,
The Stores Officer,
All India Institute of Medical Sciences Raipur (C.G)

Dear Sir,

Tender No. : _____
Equipment Name : _____

1. We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. (Authorized Dealer/Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured by us.
2. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We hereby extend our full guarantee and warranty as per the conditions of tender for the goods bided for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of M/s. _____
(Name of manufacturers)/Principal

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of “AIIMS Raipur” in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for entire warranty period from the date of installation &commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur(Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur(Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

a.Ourliability under this Bank Guarantee shall not exceed` (Indian Rupees.....only).

b.ThisBank Guarantee shall be valid upto..... (date) and

c.Weare liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at..... (Address of local branch).

Yourstruly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

Form-A**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer(NEFT)Mandate Form**

| | | |
|---|---|--|
| 1 | Name of the Bidder | |
| 2 | Permanent Account No(PAN) | |
| 3 | Particulars of Bank Account | |
| | a) Name of the Bank | |
| | b) Name of the Branch | |
| | c) Branch Code | |
| | d) Address | |
| | e) City Name | |
| | f) Telephone No | |
| | g) NEFT/IFSC Code | |
| | h) RTGS Code | |
| | i) 9 Digit MICR Code appearing on the cheque book | |
| | j) Type of Account | |
| | k) Account No. | |
| 4 | Email id of the Bidder | |
| 5 | Complete Postal Address of the bidder | |

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

To be signed by the bidder and same signatory competent/authorized to Sign the relevant contract on behalf of AIIMS Raipur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of.2024

BETWEEN

Executive Director, AIIMS Raipur represented through Officer In-charge Procurement AIIMS Raipur,
(Name of Division)

AIIMS, (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through(hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender No. AIIMS/R/HS/2024-25/BIO/RR/3 (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Fully automated chemiluminescence Immunoassay analyzer on rental basis at AIIMS Raipur**. here in after referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and

reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c. The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s)/Contractor (s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of
 - d. agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual

injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
2. If the Bidder (s) / Contractor(s), either before award or during execution Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
3. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or under any law or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub vendors.
2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/ Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 06 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of AIIMS Raipur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **AIIMS Raipur** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with **this Integrity Agreement/Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or relevent law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.(Signature, name and address)
2. (Signature, name and address)

Place: -

Dated: -