

 <b>Government eProcurement System</b>		<b>eProcurement System Government of India</b>	
		<b>Tender Details</b>	
		Date : 03-Aug-2024 12:04 PM	
		 Print	
<b>Basic Details</b>			
<b>Organisation Chain</b>	All India Institute of Medical Sciences-Raipur  Administrative Department - AIIMS Raipur		
<b>Tender Reference Number</b>	AIIMS/R/HS/BIO/03-857/2024		
<b>Tender ID</b>	2024_IMSRP_819780_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	Yes
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
Offline	<b>S.No</b>	<b>Instrument Type</b>	
	1	Demand Draft	
	2	FDR	
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
1	Fee/PreQual/Technical	.pdf	Technical Bid
2	Finance	.xls	Price Bid
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	0.00	<b>EMD Amount in ₹</b>	6,15,000
<b>Fee Payable To</b>	Nil	<b>EMD Exemption Allowed</b>	Yes
<b>Fee Payable At</b>	Nil	<b>EMD Fee Type</b>	fixed
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Payable To</b>	AIIMS Raipur
		<b>EMD Percentage</b>	NA
		<b>EMD Payable At</b>	Raipur
<a href="#">Click to view modification history</a>			
<b>Work /Item(s)</b>			
<b>Title</b>	Rate Contract for supply of Consumable items for D10 Analyzer		
<b>Work Description</b>	Notice Inviting Tender for two years rate contract to supply Consumable items for D10 Analyzer in the Biochemistry Department at AIIMS Raipur		
<b>Pre Qualification Details</b>	Please refer Tender documents.		
<b>Independent External Monitor/Remarks</b>	NA		
<b>Show Tender Value in Public Domain</b>	No		
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Consumables (Hospital / Lab)
		<b>Sub category</b>	NA
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	180
		<b>Period Of Work(Days)</b>	365
<b>Location</b>	AIIMS Raipur	<b>Pincode</b>	492099
		<b>Pre Bid Meeting Place</b>	Hospital Store, AIIMS

 <b>Government eProcurement System</b>	<b>Pre Bid Meeting Address</b>	Room No 146, C-C1 Block, lower Ground floor, Gate no.1, AIIMS Raipur	<b>Pre Bid Meeting Date</b>	03-Aug-2024 12:04 PM	<b>Bid Opening Place</b>	Raipur Hospital Store, AIIMS Raipur
	<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

### Critical Dates

<b>Publish Date</b>	03-Aug-2024 06:00 PM	<b>Bid Opening Date</b>	02-Sep-2024 12:30 PM
<b>Document Download / Sale Start Date</b>	03-Aug-2024 06:00 PM	<b>Document Download / Sale End Date</b>	31-Aug-2024 06:00 PM
<b>Clarification Start Date</b>	03-Aug-2024 06:00 PM	<b>Clarification End Date</b>	07-Aug-2024 03:00 PM
<b>Bid Submission Start Date</b>	12-Aug-2024 10:00 AM	<b>Bid Submission End Date</b>	31-Aug-2024 06:00 PM

### Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice Inviting Tender for two years rate contract to supply Consumable items for D10 Analyzer in the Biochemistry Department at AIIMS Raipur CG	1182.14

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_861531.xls	Price Bid	287.50

### Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	dewangangautam02052010@gmail.com	GAUTAM DEWANGAN	GAUTAM DEWANGAN
2.	gunjanpharma88@gmail.com	Gunjan Dasondhi	GUNJAN DASONDHI
3.	ravisahu.in@gmail.com	Ravi Sahu	RAVI SAHU
4.	pintu.221181@gmail.com	Sunil Kumar Singh	SUNIL KUMAR SINGH

### GeMARPTS Details

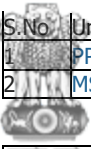
<b>GeMARPTS ID</b>	CFQS9GXRNE95
<b>Description</b>	D 10 Analyzer
<b>Report Initiated On</b>	03-Aug-2024
<b>Valid Until</b>	02-Sep-2024

### Tender Properties

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

### TIA Undertaking

S.No.	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2017	Agree	

 **Government eProcurement System**

<b>Tender Inviting Authority</b>	
<b>Name</b>	Officer Incharge Procurement
<b>Address</b>	Room No 146. C-C1 Block, lower Ground floor, Gate no.1, AIIMS Raipur

<b>Tender Creator Details</b>	
<b>Created By</b>	Gunjan Dasondhi
<b>Designation</b>	Asst Store Officer
<b>Created Date</b>	03-Aug-2024 11:32 AM



**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 तबत क 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 निष्पादित 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 as 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- 2577279,  
07712971307 Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in) Email:  
[store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में जैव रसायन विभाग के लिये आवश्यक विभिन्न क्वालिटी कंट्रोल किट्स हेतु दर अनुबंध के माध्यम से खरीद निविदा आमंत्रण सूचना

**Notice Inviting Tender for two years rate contract to supply Consumable items for D10 Analyzer in the Biochemistry Department at AIIMS Raipur (CG)**

**CRITICAL DATE SHEET**

Published Date	03-08-2024, at 18:00 Hrs.
Bid Document Download / Sale Start Date	03-08-2024, at 18:00 Hrs.
Clarification Start Date	03-08-2024, at 18.00 Hrs.
Clarification End Date	07-08-2024, at 15.00 Hrs.
Pre bid meeting	07-08-2024, at 15.30 Hrs.
Bid Submission Start Date	12-08-2024, at 10.00 Hrs.
Bid Document Download End Date/ Bid Submission End Date	31-08-2024, at 18.00 Hrs.
Bid Opening Date	02-09-2024, at 12.30 Hrs.

Tatibandh, G.E. Road, Raipur -492099 (CG), Tel: 0771- 2577279, 07712971307

Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in) Email:

[storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)



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](http://www.aiimsraipur.edu.in)

Tele: 0771- 2577279, e-mail: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)

**Sub: Tender for two years rate contract to supply Consumable items for D10 Analyzer in the Biochemistry Department at All India Institute of Medical Sciences, Raipur (C.G.)**

1. Online Tender in two bids (Technical & Financial) is invited on behalf of The Director, All India Institute of Medical Sciences, Raipur for supply of Consumable items for D10 Analyzer for Biochemistry Department at AIIMS Raipur. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site [www.aiimsraipur.edu.in](http://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](http://www.aiimsraipur.edu.in)** and Central Public Procurement Portal (CPPP) [eprocurement 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.  
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 \(Any deviation should be clearly mentioned and supporting document should be submitted\).](https://eprocure.gov.in/eprocure/app)
6. **Manual bid shall not be accepted in any circumstance.**
7. 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.
8. Tenderers are advised to follow the instructions provided in the instructions to the tenderer for e-submission of the bids online through the central public procurement portal for e-procurement at 'http://eprocure.gov.in/eprocure/app'

9. Quotation should be valid for at least 180 days from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery and other terms.
10. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
11. Bidder must provide evidence of having supplied the similar item in government/private hospital/institutes of national importance in India of at least **Rs.50.0 lakhs.**
12. Bidder should register and should have average annual turnover at least **Rs.50.0 Lakhs.** in the last three financial years certified by CA. Copies of authenticated balance sheet profit and loss Account income expenditure for the past three financial years should be uploaded.
13. Bidder should enclose manufacture/OEM'S annual turnover of at least **Rs.4.0 crore-** certified by CA and balance sheet for last 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 items 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 (H)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).** Also the firm should provide data sheet of products demanded.
28. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer(H), AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
29. **Earnest Money:**
- a) Earnest money by means of a Bank Demand Draft/FDR/Bank Guaranty of **Rs.6,15,000/-** a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR/Bank Guaranty should be prepared in the name of "All India Institute of Medical Sciences,



- Raipur (AIIMS RAIPUR)". The used instrument must reach to the Stores Office (Hospital), Gate no. 1, Lower Ground Floor, C-block Near Nuclear Medicine Department, AIIMS, Raipur before opening of tender.
- b) No request for transfer of any pervious 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.
  - c) The earnest money will be returned to the tenderers whose tenders are not accepted except that of L-1 bidder.
  - d) Tenders without Earnest Money will be summarily rejected.
  - e) No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
  - f) All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. Valid NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
  - g) The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
  - h) 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. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
31. Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:- The Bidder Companies, those have registered under Make in India initiative and producing their products under "Make in India Policy of Government of India " shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested "Make in India" Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing "Make in India" Certification in later bid stage.
- a) It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please

- carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.
- b) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).
32. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
33. 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.
34. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 and amendments till date etc.
35. The committee may negotiate price before awarding the bid, if required.
36. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
37. Conditional bid will be treated as unresponsive and it may be rejected.
38. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
39. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer (Hospital), AIIMS Raipur through e-mail: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in) on or before end date of clarification as per critical date sheet.
40. Other terms and condition applicable as per manual for procurement of goods 2022, GFR-2017 etc.

**Officer In-Charge**  
**Procurement of Labs & Consumables**  
**AIIMS, Raipur (C.G.)**

## 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 30 days band up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a panel interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31<sup>st</sup> day after the date of issue of LOA. In case of the contract fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the dues if any payable against the contract . The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposits mandatory.
- b. Successful supplier/firm should submit performance guarantee as prescribed in favour of “All India Institute of Medical Sciences, Raipur” and to be received in the **Hospital Store Office, Room No.146, Opp. Department of Nuclear Medicine, C-C1 Block, Gate no.1, Tatibandh, Raipur (C.G) Pin-492099** before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
- c. The Performance Guarantee should be established in favour of “All India Institute of Medical Sciences, 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 entire contract period and beyond 60 days.

2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be effected 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 Purchase order will be placed as required by consignee.

3) Purchase Order will be placed as per requirement of institute.

4) **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, penalty at the rate of **0.5% per week or part thereof delayed** value of goods subject to the maximum of **10% of delayed goods value will be imposed.**

In case the tenderer fails to supply the ordered quantity within the stipulated time limit, the supplied material is found to be of suboptimal quality or the flow of supply is not regular, the purchaser in benefit of patient service, reserves the right, to reallocate the supply to next participator may purchase the goods from open market and recover the difference in cost of purchase from the successful tenderer.

**Non-execution of supply order** – For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Hospital Stores timely.

- 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) **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.
- 8) **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.
- 9) **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.

- 10) **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.
  
- 11) **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.
  
- 12) **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 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.

- 13) **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.
- 14) **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.
- 15) **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.

16) **Terms of payment:**

a. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

100% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
  - ii) Two copies of delivering challan.
  - iii) E-way Bill (if Required).
- b. The supplier shall not claim any interest on payment under the contract.
- c. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- d. No payment shall be made for rejected stores. Rejected equipment's must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately .In

case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

17) **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.

18) **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”.**

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

19) **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/ 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 of 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 after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. and Pubic

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 the their own cost

- 20) 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.
- 21) **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.
- 22) **Option Clause/ Tolerance Clause:** At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% to 30%, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to-next whole number) without any change in the unit price and other terms & conditions quoted by the bidder. If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by 25% to 30%, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.
- 23) **Contract Period:**  
The Rate Contract shall be valid for a period of **Two 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 & 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.

- 24) Rate wise comparison of the quotes will be made and L1\* for each item (if more than one Equipment's/material) will be determined accordingly. In this context, final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.
- 25) L1 will be decided for each item separately.

**Officer In-Charge**  
**Procurement of Labs & Consumables**  
**AIIMS, Raipur (C.G.)**

### **Technical Bid**

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

- a) Please **state whether the bidder** is Manufacture/OEM/Distributor/ Dealer/ Supplier/trader relevant document should be uploaded.
- b) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- c) 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 II. **(Bidder/OEM/ Manufacturer)**
- d) “Declaration by the Bidder” as mentioned in tender document should be uploaded **(Bidder)**.
- e) 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.
- f) Please provide a certificate on OEM’s and Bidder’s 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.
- g) Technical Compliance report as per Annexure –I.

### **PRICE BID**

- (a) Price bid in the form of BOQ\_XXXX.xls.

### **ANNEXURE-I**

**Detailed Technical Specification**

<b>Sl. No.</b>	<b>*Product description</b>
1	D10 Dual Reorder Pack (400 HbA1c or 200HbA2/F/A1c tests) Pack size-400 HbA1c or 200HbA2/F/A1c tests per pack, Expiry should be 4 to 6 months at the time of supply.
2	A2FS Control- Bi-Level (2x0.5ml) Pack size- 2x0.5ml per pack, Expiry should be 4 to 6 months at the time of supply.
3	Diabetes Control- Bi-Level (6x0.5ml), Pack size- 6x0.5ml per pack, Expiry should be 4 to 6 months at the time of supply.

**\*All the above reagents, controls, etc. should be of the same brand and compatible with the D10 Analyzer (Make: Bio-Rad) in the Department of Biochemistry.**

**ANNEXURE-II****Format of Experience certificate**

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

Place:.....

seal) Date:.....

(Signature of Bidder with

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**).

**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 Faculty-in-Charge Procurement Cell, AIIMS, Patna 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 :

**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

**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 this .....day 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/BIO/03-857/2024 (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Consumable items for D10 Analyzer in Biochemistry Department 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 Pact 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 relevant 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: -

Date: -