



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur– 492099, Chhattisgarh

Tele: 0771- 2971307, email: storesofficer.hp@aiimsraipur.edu.in

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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.



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Notice Inviting Tender
For
“Annual Rate Contract of Various Consumable items for
Haemodialysis Machine for
Nephrology Department”
At
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	29.07.2020 at 06:00 PM
Bid Document Download / Sale Start Date	30.07.2020 at 10:00 AM
Clarification Start Date	30.07.2020 at 10:00 AM
Clarification End Date	06.08.2020 at 12:00 PM
Pre bid meeting	06.08.2020 at 03:00 PM
Bid Submission Start Date	10.08.2020 at 10:00 AM
Bid Submission End Date	17.08.2020 at 03:00 PM
Bid Opening Date	18.08.2020 at 04:00 PM
Tender Cost	Exempted as per GFR 2017
EMD Cost	Rs. 8,00,000.00/-



अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in

Tele: 0771- 2572240, e-mail: storesofficer.hp@aiimsraipur.edu.in.

1. Introduction:

2. Online bids are invited on behalf of the Director AIIMS Raipur on single stage two bid systems for “Annual Rate Contract of Consumable items for Haemodialysis Machine for Nephrology Department”. **Manual bids shall not be accepted.**
3. 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.
4. **Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. 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 EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
7. The Technical bid should include the detailed specifications of item. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
8. **Manual bid shall not be accepted in any circumstance.**
9. The complete bidding process in online bidding, Bidder should be in 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.
10. 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>’.
11. 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; Batch & Expiry terms etc. whichever is applicable.
12. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
13. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items in the last three years i.e. 2017-18, 2018-19 & 2019-20 and the copy of the same should be uploaded. Similar Nature means supply of hospital consumables, reagents, chemicals & Disposables. At least 3 supply order of Govt. / Reputed Private hospitals (Min. 300 bedded). Tenderer/OEM of quoted model required to be enclosed with the technical bid without hiding rate.

14. The firm should be registered and should have the average annual turnover of Rs. 1 Crore in the last three financial years i.e. 2017-18, 2018-19 & 2019-20. Copies of authenticated balance sheet for the same should be uploaded.
15. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
16. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the LD will be charged and in repeated default Performance Security Deposit will be fortified. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award may be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms and clause 3.8 of other terms and conditions.
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.
22. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
23. The rate quoted by bidder shall remain firm and fixed until the completion of contract.
 1. All rates quoted should be for ONE UNIT.
 2. Rate quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of financial bid.
 3. All rates quoted should be F.O. R. destination i.e. Pharmacy AIIMS, Raipur.
 4. The Institute will not own responsibilities for issuance of road permit and clearance of consignment from any road, rail, air, postal terminals etc.
 5. No escalation in rates (Except Govt Levy/tax) would be permissible.
24. 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.
25. 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.

2. Award of Contract

- i. 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.

- ii. 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.
- iii. 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.
- iv. Rates should be quoted inclusive of GST & other charges (if applicable).
- v. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/ specifications/quality.
- vi. A brochure displaying clearly the product is to be attached with the tender if required.
- vii. Earnest Money: Earnest money of Rs.8,00,000/- by means of a Bank Demand Draft/ FDR, a scanned copy to be enclosed. It is also clarified that the **bids submitted without earnest money will be summarily rejected**. The DD/FDR may be prepared in the name of "All India Institute of Medical Sciences, Raipur". The EMD cost must reach at office of the Store Officer (Hospital), Room No. 146, C-Block, Gate No- 1, AIIMS, Raipur on or before opening of tender.
- viii. 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. Tenders without Earnest Money will be summarily rejected.
- ix. No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- x. If NSIC firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount.
- xi. Firm must upload scanned copy of following valid documents in support of exemption. (1) National Small Industries Corporation (NSIC) certificate
- xii. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- xiii. EMD should remain valid for a period of 60 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.
- xiv. 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 and pharmacy.aiims@gmail.com on or before end date of clarification as per critical date sheet.
- xv. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
- xvi. Other terms and condition not mentioned above shall be applicable as per GFR-2017 and Manual for Procurement of Goods 2017.
- xvii. The pre-bid meeting shall be held at "Store Officer (Hospital),Room No. 146, C-1 Block, Gate No- 1, AIIMS, Raipur – 492099"

Stores Officer (H),
AIIMS, Raipur

Annexure -I**ITEM LIST SCHEDULE WISE AS BELOW:-**

SCHEDULE -1	
Sno.	Item with Specifications
Main RO System	
1	REGENERATION SALT TAB
Portable RO System	
1	ACT CARBON FILTER 5G (MICRON)
2	R.O.MEMBRANE FOR PORTABLE R.O SYSTEM AQUA WTU 125
SCHEDULE-2	
Sno.	Item with Specifications
PERM CATHETER (HAEMODIALYSIS)	
1	PERM CATHETER 14.5FR. 19 CM
2	PERM CATHETER 14.5FR. 23 CM
ACUTE HD CATHETER (HAEMODIALYSIS)	
1	ACUTE HD CATHETER 12FR. 13.5 CM (DOUBLE LUMEN CATHETER CURVE)
2	ACUTE HD CATHETER 12FR.&12.5FR. 19 CM (DOUBLE LUMEN CATHETER STRAIGHT)
3	ACUTE HD CATHETER 12FR. 13.5 CM (TRIPLE LUMEN CATHETER CURVE/STRAIGHT)
4	ACUTE HD CATHETER 8.5-9.5FR. (PEDIATRIC) (DOUBLE LUMEN CATHETER CURVE/STRAIGHT)

SCHEDULE -3	
Sno.	Item with Specifications
	ITEMS FOR 5008S MACHINE (HD/HDF/HF DIALYSIS)
1	DIALYZER LOW FLUX (SINGLE USE) (POLYSUFONE WITH INLINE STERILIZATION/POLYFLUX WITH STEAM STERILIZATION) FOR SURFACE AREA = 0.8m² to 1.8m²
2	DIALYZER LOW FLUX (MULTIPLE USE) (POLYSUFONE WITH INLINE STERILIZATION/POLYFLUX WITH STEAM STERILIZATION) FOR SURFACE AREA = 0.8m² to 1.8m²
3	DIALYZER HIGH FLUX (SINGLE USE) (POLYSUFONE WITH INLINE STERILIZATION/POLYFLUX WITH STEAM STERILIZATION) FOR SURFACE AREA = 1.0m² to 1.8m²
4	DIALYZER HIGH FLUX (MULTIPLE USE) (POLYSUFONE WITH INLINE STERILIZATION/POLYFLUX WITH STEAM STERILIZATION) FOR SURFACE AREA = 1.0m² to 1.8m²
5	BLOOD TUBING SET (COMPATIBLE WITH 5008S MACHINE)
6	SODIUM ACETATE SOLUTION (COMPATIBLE WITH BIBAG PART B)
7	BIBAG POWDER (PART -B) (COMPATIBLE WITH 5008S MACHINE)
8	DIASAFE PLUS FILTER (ENDOTOXIN FILTER)
9	CITROSTERIL (MACHINE REAGENTS)

SCHEDULE - 4	
Sno.	Item with Specifications
	(ITEMS FOR NIPRO MEDICAL CARE MACHINE)
1	DIALYZER LOW FLUX (SINGLE/MULTIPLE USE) (POLYETHERSULFONE WITH GAMMA STERILIZATION) FOR SURFACE AREA = 1.0m² to 1.9m²

2	DIALYZER HIGH FLUX (SINGLE/MULTIPLE USE) (POLYETHERSULFONE WITH GAMMA STERILIZATION) FOR SURFACE AREA = 1.3m² to 1.9m²
3	BLOOD TUBING SET WITH TRANSDUCER PROTECTOR (COMPATIBLE WITH NIPRO MACHINE)
4	SODIUM ACETATE SOLUTION
5	BICARBONATE POWDER
6	CITROLIV (CLEANING REAGENT)
7	ENDOTOXIN FILTER CF-609 (COMPATIBLE WITH NIPRO MACHINE)

SCHEDULE - 5	
Sno.	Item with Specifications
	DIALYZER REPROCESSING
1	COLD STERILANT
	CRRT
1	ULTRA FLUX AV 600
4	MULTIFILTRATE CASSETTE
7	SUBSTITUTE FLUIDS
8	DIALYSATE FLUIDS

SCHEDULE - 6	
Sno.	Item with Specifications
	PLASMAPHERESIS
1	PLASMA FILTER (ADULT)
2	PLASMA FILTER (PEDIATRIC)

SCHEDULE - 7	
Sno.	Item with Specifications
	HD UNIT (DRAINAGE CLEANING)
1	SODIUM HYPO CHLORIDE 8-10%
2	HYDROCHLORIC ACID 4-6 %

3. Other Terms & Conditions:

3.1 Pre-Qualification Criteria:

- i. Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- ii. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded.

3.2 Performance Guarantee Bond:

- i. The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30 days and 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 penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 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. Performance Guarantee Bond is mandatory.
- ii. 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 Store Office, Room No. 146, C-1 Block, Gate No- 1, AIIMS, Raipur, 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 guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 5% of the contract value, with minimum of Rs. 50,000/- and maximum to Rs. 5,00,000/- based on approximate annual consumption.
- iii. 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.
- iv. Validity of the performance guarantee bond shall be for a period of 60 days beyond of entire contract period.

3.3. Delivery/Supply: The supply should be completed within 30 days from the date of purchase order and in case of NABL test report to be submitted the same should be completed within 60 days and the time of supply must be on working days before 3 pm for week days and before 12 noon for Saturday 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. Unloading of material will be arranged by supplier.

3.4. Purchase order will be placed as required by institute.

3.5. Penalty: If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

3.6. 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 item/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Sample to be submitted with bids and as and when required.

3.7. 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.

3.8. Risk Purchase & Recovery of sums due to:

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 'non-compliance' or 'breach of contract' and the order in part or 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 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.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. Breach of Terms and Conditions: 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.

3.13. Billing Agency: Name and address of the billing agency will be informed by the OEM/Manufacturer after award of the Rate Contract. (If Required) with the following details of billing agency:-

- i) PAN Card
- ii) GST Registration Certificate
- iii) Non –conviction certification/ No pending conviction certificate attested/ issued by Notary.
- iv) A notarised affidavit regarding no relation of billing agency with the persons authorised to evaluate TEC/PEC or involved in finalizing the tender on stamp paper of Rs. 100/-.

3.14. Information required on challan & bills:

1) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS RAIPUR main gate. The endorsement must clearly mention time and date of entry of the material. The challan must always bear the following information:

- i) Name of the item as, it is mentioned in Rate Contract/ Supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
- iii) Size of the item

- iv) Supply order no. and Date
- v) Date of Manufacturing
- vi) Date of expiry
- vii) Batch Number
- viii) Quantity of each item (in unit)
- ix) Maximum Retail Price (MRP)

2) Pre-receipted bill (Tax Invoices) must always bear the following information:

- i) Name of the item as, it is mentioned in Rate Contract/ Supply order.
- ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
- iii) Size of the item
- iv) Supply order no. and Date
- v) Date of Manufacturing
- vi) Date of expiry
- vii) Batch Number
- viii) Quantity of each item (in unit)
- ix) Value of each item
- x) Total Value of the bill
- xi) The amount of GST paid by the supplier
- xii) Maximum Retail Price (MRP)

3) Terms of payment:

Payment Terms: - 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.

(a) 100% payment of the contract price shall be paid on receipt and acceptance of goods in good condition at the consignee premises and subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise upon the submission of the following documents:

(b) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.

(c) Two copies of packing list identifying contents of each package.

(d) Billing Agency may collect payment in own Name for supplies made under written authorisation form from the manufacturer.

3.15. The supplier shall not claim any interest on payment under the contract.

3.16. 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.

3.17. No payment shall be made for rejected stores. Rejected item/equipment 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/disposed of at the risk and responsibility of the suppliers without notice.

3.18. Fall Clause:

i. 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 or Central Government/DGS&D/GeM/Public Undertaking during the period of the contract.

ii. 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 after wards.

iii. 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/GeM 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.

3.19. 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.

3.20.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.

3.21.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.

3.22. Rate wise comparison of the quotes will be made and L1* for each schedule will be determined accordingly. In this context, final decision of the committee will be binding to all and no claim in this regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final. (L1 is Lowest one).

3.23. L1 will be decided schedule wise on FOR AIIMS basis.

3.24. The period of rate Contract is for One Year which can be extended for another year with mutual consent.

Stores Officer(H),
AIIMS Raipur

4. Technical Bid

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

- i. Scanned Copy of EMD Cost must be uploaded.
- ii. Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
- iii. In case of distributor/dealer/trader/supplier must upload tender specific authorization certificate from OEM/ manufacturer (Form C) (should be uploaded)
- iv. Copy of PAN Card should be uploaded.
- v. Firm/Company registration certificate should be uploaded.
- vi. The GST registration details must be furnished.
- vii. In the event of increase in price detailed justification and supporting evidence may be submitted for our consideration.
- viii. Income Tax Return of last three financial years 2017-18, 2018-19 & 2019-2020 should be uploaded.
- ix. Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded at least 03 purchase order copy either own or OEM without hiding rate, for establishing Rate reasonability.
- x. Annual turnover & balance sheet of last three year (2017-18, 2018-19 & 2019-20) duly certified by CA as mentioned in tender document should be uploaded.
- xi. "Declaration by the Bidder" (Form B) should be uploaded as mentioned in tender document should be uploaded.
- xii. Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- xiii. Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- xiv. Form A duly filled by bidder should be uploaded.
- xv. Technical Specifications Compliance Report.
- xvi. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be out rightly rejected.
- xvii. Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications). Sample to be submitted when required.
- xviii) Details of item quoted in the technical bid in Form 'D'.

5. GENERAL CONDITIONS

1. Forms in all Annexure should be filled up properly. Every correction should invariably be attested by tenderer, failing which the tender will be summarily rejected.
2. The tenderer may quote the rates for one or more product of one or more manufacturing company for which authorized.
3. Total rates should be inclusive of all taxes and/or other charges, if any, as per the price bid - BOQ.
4. The rates quoted and accepted will be binding on the tenderer for stipulated period.
5. The details of the required items are shown in the list (Annexure-1). The rates quoted should not vary with the quantum of the order or the destination.
8. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.
9. The rates quoted and accepted will be binding on the bidder for full contract period of one year from the date of signing of agreement and extendable period of 1 year by mutual consent with bidder, any increase in price will not be entertained till the completion of contract. Accordingly this clause will be applicable for all orders placed during the currency of contract.

6. ACCEPTANCE OF TENDER

1. The tender inviting authority, AIIMS RAIPUR reserves the right to accept or reject any tender for any one or more of the items tendered for without assigning any reason. If L1 rate matches to equal to more than one bidder than competent authority AIIMS Raipur to issue P.O. order as recommended by the committee.
2. No tenderer will be allowed to withdraw their bid after opening of technical Bid.

7. AGREEMENT

1. All tenderer who are succeeded will have to execute an agreement on non- judicial stamp paper of Rs.100/- (stamp duty to be paid by tenderer) in favour of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR within 15 days from the date of intimation received by them from AIIMS, Raipur that the intenders have been accepted. The form of Agreement is enclosed intender document. The bidder shall not, at any time, assign, sub-let or make over the contractor the benefit there of or any part thereof to any person or persons whatsoever. All notices or communications relating to arising out of this agreement or any of the terms there of shall be considered duly serve do nor given to the bidder if delivered to him or left at the premises, places of business or abode.
2. If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority/Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR whose decision shall be final.

8. PERFORMANCE SECURITY DEPOSIT

The successful tenderer must pay a Performance security deposit of 5% of contracted value (Calculated as per approximate one year consumption). The performance security would be minimum Rs. 50,000/- to a maximum of Rs. 5,00,000/- at the time of execution of agreement by way of DD/BG/FDR in favour of AIIMS, Raipur payable at RAIPUR.

9. SUPPLY CONDITIONS AND DELIVERY PERIOD

1. Purchase orders along with the delivery destinations will be placed on the successful bidder at the discretion of the Ordering Authority.
2. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in instalments, as may be stipulated in the Purchase Order.
3. The supply should be completed within 30 days from the date of purchase order and in case of NABL test report to be submitted the same should be completed within 60 days and the time of supply must be before 3 pm for week days and before 12 noon for Saturdays. The supplier may continue the supply of unexecuted quantity after the issue of Amendment for Delivery period extension, however liquidated damages as specified in Penalty Provision of the tender conditions, will be levied on the quantity supplied after the expiry of original DP. Unloading of material will be done by supplier. Sample to be submitted with bids and as and when required
4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, AIIMS Raipur reserves the right to place purchase order (partially/fully) on alternate source at the risk and cost of the defaulting bidder.
5. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt. Tender inviting authority is not responsible for the stock of the Product received, for which no order is placed.
6. The bidder shall take back (Reverse distribution), items which are not utilized by the tender inviting Authority within the shelf life period will have to be replaced by the bidder at their cost. Slow moving items may be asked for replacement with approved items of the discretion of AIIMS Raipur.
7. If at any time the Bidder has, in the opinion of the Tender inviting authority/ordering authority, delayed the supply of item due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the item may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Bidder within 11 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.
8. Shelf Life: The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products. Loss or premature deterioration due to biological and or due to other factors, during the life span of the store shall have to be made good by the contractor free of cost.
9. Inspection and sampling at the consignee's end:
 - i) After the receipt of the consignment, the demanding officer may draw a sample out of each consignment and send it for testing at one of the approved testing laboratories/user departments. If the sample/samples is/are found not of standard quality, the consignment shall be rejected. If the product is found to be not of standard quality for any of the above-mentioned reasons, the total cost of laboratory test will be recovered from the supplier. Where there are visible and obvious defect in the consignment, it shall be rejected.
 - ii) All rejected stores shall in any event remain and will always be at the risk of the contractor immediately on such rejection.
 - iii) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the

manufacturers. It is also open to the purchaser to send persons as may be designed by him to inspect stores and draw samples from there before dispatch of consignment.

- iv) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

10. PACKING

All primary packing containers/strips/blister should be strictly conforming to the Specification included in the relevant pharmacopoeia. Packing should be able to prevent damage or deterioration during transit. Primary packing such as strips, labels, inner carton, outer carton etc. should bear the following words

“Govt. Supply- Not for Sale”

Secondary packing such as baby shipper (small corrugated box), outer corrugated boxed are labelled as under.

GOVT. SUPPLY-NOT FOR SALE Name of the Product: Manufactured by: Batch no.: Mfg. Date : Exp. Date: Quantity:

11. PRICE BID

Price bid in the form of BOQ_XXXX .xls

12. PENALTIES PROVISIONS

1. If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price.

2. If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on Delivery Challan. Such damaged material should be replaced by the supplier within 14 days from the date of noting on Delivery Challans or rejection advice issued by consignee or else subsequent to no replacement in 14 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

3. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

14. BLACKLISTING PROCEDURE

1. Non-performance of any tenderer conditions will disqualify a bidder to participate in the next tender.

2. To assess the correctness of the test results be in given by the Bidders laboratory, samples would also be taken and sent randomly to AIIMS Raipur empanelled laboratory. If there is any variation in the analytical reports furnished by empanelled laboratories, (either pass or fail) with submitted C.O.A, Bidders shall be black listed for two years besides forfeiture of security deposit, after giving due opportunity to the concerned bidders.
3. If it is revealed that Bidder is involved in any form of fraud and collusion with the empanelled laboratory of AIIMS, the Bidder will be blacklisted for five years. The tenderer shall also be liable for action under criminal law and matter will be informed to drugs controller for penal action against them.
4. AIIMS, Raipur will be at liberty to terminate the contract without assigning any reasons. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
5. In all matters pertaining to tender, the decision of AIIMS, Raipur shall be final and binding.
6. In event of any dispute arising out of tender, such dispute would be subject to the jurisdiction of civil court within RAIPUR.
7. In case of dispute or difference arising between AIIMS RAIPUR and Bidder relating to any matter arising out of or connected with this tender agreement, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act1996.The venue of arbitration shall be RAIPUR.

15. GST

GST rates applicable on your quoted item may please be informed. Please confirm if there is any (Upward/Reduction) in your Basic Price structure and you are also requested 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”.**

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 supply, **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/**quality**ofthe Injector Syringe ,**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) anddate of claim should be beyond six month from the date of validity.

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 should be beyond six months from validity as (b) above.

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)MandateForm**

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	
	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	

FORM-B

Declaration by the Bidder:

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.

I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.

The bidder should not have been blacklisted before at any government organisation
No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

Date:.....

(Signature of Bidder with seal)

Name :

Seal :

Address :

FORM-C

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To
The Stores Officer,
All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: _____.

we, _____, who are
established and reputable manufacturers of _____, having
factories at _____ and _____, hereby
authorize Messrs. (Authorised Dealer/Sole Distributor/Supplier) _____
(name and address of agents) to bid, negotiate and conclude the contract with you against
Tender No. _____ for the above goods manufactured by
us. 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.

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

Instructions for Online Bid Submission:

1. 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.
2. 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 enrol 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 Enrolment" 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.
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 (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
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.