

No.: AIIMS/R/CS/Micro/21/A/

Date:08/06/2021.

विषय/Sub:Inviting Short Tender Notice for procurement of 2.2ml-96 Well Deep Well Plate and Other Consumable Items for COVID-19 Testing for Microbiology Department, at AIIMS Raipur.

## **Short Tender Notice**

#### CRITICAL DATE SHEET

Published Date	08.06.2021 at 18:30PM
Bid Document Download / Sale Start Date	09.06.2021 at 10:00AM
Bid Submission Start Date	09.06.2021 at 11:00AM
Bid Document Download / Sale End Date	14.06.2021 at 15:00PM
Bid Submission End Date	14.06.2021 at 15:00PM
Bid Opening Date	15.06.2021 at 15:30PM

## Tatibandh, G.E. Road, Raipur -492099 (CG), Tele: 0771- 2577279, 07712971307 Website: www.aiimsraipur.edu.in/www.eprocure.gov.in Email: store@aiimsraipur.edu.in

## **General Terms & Conditions**

1.Online Short Tender in Two bids (Technical and Financial) are invited on behalf of Director, All India Institute of Medical Sciences, Raipur for Supply of "2.2ml-96 Well Deep Well Plate and Other Consumable Items for Covid-19 Testing as per specification given on Annexure-II" at AIIMS Raipur. Manual bids shall not be accepted.

# 2. Tenderer / OEM must provide evidence of having supplied for items as mentioned in Annexure-1 of at least $\gtrless$ 10 Lacs in government hospital /reputed private hospital organizations in India of Tender value and the copy of the purchase order should be uploaded.

3.The firm should be registered and should have the average annual turnover at least  $\mathbf{\overline{t}}$  **13,60,000.00** of the bidder in the last three financial years. Copies of authenticated balance sheet,Profit and Loss Account for the past three financial years should be uploaded.

4.The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, Technical Approved, GST registration.

**5.Delivery:** The successful bidder should strictly adhere to the specified delivery schedule and commissioning should be effected within 1 week 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. Liquidation Damages may also be imposed as per clause no.6. Purchase order will be placed as per requirement of the consignee.

**6.Penalty:** If the suppliers fails to deliver and place any or all the Equipment 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.

**7.Validity of the bids:** The bids shall be valid for a period of 90 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.

**8.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, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by one party to other within 21 days from the date of occurrence thereof, neither party hall 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.

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 may, at its option to terminate the contract.

## 9.<u>Payment Terms:</u>

**9.1** 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 Purchase Order value shall be paid on receipt and acceptance of goods in good condition at the consignee premises subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise 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 packing list identifying contents of each package.
  - iii) Consignee receipt certificate in original issued by the authorised representative of the consignee.

## 10. GST

GST rates applicable on the quoted item may please be mentioned in the bid documents. It confirms if there is any (Upward/Reduction) in the Basic Price structure. And you are also required to pass the Input Credit as per the following Anti Profitering Clause of GST. <u>"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".</u>

#### 11.Fall Clause :

- 1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
- 2. If at any time during the period of contract, <u>the prices of tendered items</u> is reduced or brought down by any law or Act of the Central of State government, the supplier / OEM shall be bound to inform Purchasing <u>Authority immediately about such reduction in the contracted prices</u>, 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./DGS&D 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.

### 12. Arbitration:

1. 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 fromamong 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.

**13.**<u>Option Clause:</u> The purchaser retains the right to place the orders for an additional 30% of the contracted quantity at the same rate and with the same specification within a period of one year.

## 14. 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.

**15.<u>Earnest Money</u>**: The declaration of EMD exemption is attached on Annexure III. It must be uploaded on the letterhead of the tenderer.

- **16**.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.
  - 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.
  - The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017:
  - Affidavit of self-certification regarding local content (to be provided on own letter head).
- **17.** 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.
- **18.** In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and

fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

**19.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged. The country of origin may be specified in the Price Schedule.

**20.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

## 21. <u>Performance Security Deposit</u>:

- a. The successful bidder shall have to submit a performance security deposit (PSD) 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 penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e.  $31^{st}$  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.
- b. Successful supplier/firm should submit performance security deposit as prescribed in favour of "AIIMS, Raipur" and to be received in the Store Office, 2<sup>nd</sup> Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the Letter of Award, whichever is earlier. The performance security deposit to be furnished in the form of FDR/DD/Bank Guarantee & also Performance Guarantee Bond as per given Proforma of the tender documents, for an amount covering 3% of the contract value.
- c. The Performance Security Deposit should be established in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the performance security deposit shall be for a period of 60 days beyond of entire self life of the kit.

## 22.AIIMS Raipur reserved the rights to place order for full or part quantity to one or more firm.

23.All essential certificates must be uploaded with the technical bid.

**24.** Rate wise comparison of the quotes will be made and L1\* for each item (if Two 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.

Stores Officer 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) Declaration for EMD (Annexure III) on letterhead must be uploaded.
- b) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/ Supplier/trader relevant document should be uploaded.
- c) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- d) In case of Distributor/Dealer/Supplier must be upload Manufacture/OEM's annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- e) Copy of PAN Card **should be uploaded (Bidder)**.
- f) Firm/Company registration certificate should be uploaded **(Bidder)**.
- g) The GST registration details may be furnished **(Bidder)**.
- h) Income Tax Return of last three years should be uploaded **(Bidder)**.
- i) "Declaration by the Bidder" as mentioned in tender document should be uploaded **(Bidder)**.
- j) 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.
- k) Have you previously supplied these items to any government/ reputed private organization/institution? If yes, attach the relevant poof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.

## PRICE BID

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

## <u>Annexure I</u>

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

## Format of Experience certificate

Place:....

Date:....

(Signature of Bidder with seal)

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).

## Technical Specification of 2.2ml-96 Well Deep Well Plate and Other Consumable Items for Microbiology Department.

Sr. No.	Complete Description of items	Tentative Quantity Required	Purpose
1.	<u>"2.2ml -96- Well Deep Well Plate</u> (50 Plates/ Pack)"	44 Packs	For routine Work in Covid-19 Diagnosis
2.	<u>96 Tip Comb for Magnetic</u> <u>Application (100 combs / Pack)</u>	4 Packs	For routine Work in Covid-19 Diagnosis
3.	<u>0.2ml 96 Well Tip Comb Plate (50</u> plates/pack)	9 Packs	For routine Work in Covid-19 Diagnosis

Note: The above mentioned quantity is tentative the Purchase Order will be placed as per the requirement of concerned Department.

## **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:	
Date:	

(Signature of Bidder with seal) Name : Seal : Address :

## It should be uploaded on letter head.

## **EMD Declaration Form**

Date:

To,

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

Ref: TENDER no. \_\_\_\_\_

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

a.have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or

b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

i.fail or reuse to execute the contract, if required, or

ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

(Signature of Bidder

Name of Bidder : Seal : Address :

Place: ..... with seal)

### 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

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:

b.This Bank Guarantee shall be valid upto...... (date) and

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:....

Complete Postal Address: .....

## <u>Form-A</u>

## PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

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

#### Instructions for Online Bid Submission:

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

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

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

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

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the
- 3) Number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

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

#### **ASSISTANCE TO BIDDERS**

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