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| <u>Basic</u>  | Detai   | ls  |  |   |  |  |   |                       |   |  |  |                                   |                    |
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| Tender<br>Numbe   | r Refere<br>er  | ence  | AIIMS/   | R/IT/Sec_   | _Audit/2023  |  |   |                       |   |  |  |                                   |                    |
| Tender  | r ID  |   | 2023 I   | MSRP_77   | 2178 1   | With   | drawal Allo   | wed                   |   | Yes  |  |                                   |                    |
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|   | ti Curre<br>d For F   |   | No   |   |  | Allo   | w Two Stage   | e Biddin              | g   | No   |  |                                   |                    |
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|   | 2   | Dema  | nd Draft   |   |  |  |   |                       |   |  |  | Docun                             |                    |
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| Tendo   | er Fee  | Detai   | ls. [Totz  | al Fee ii   | ז ₹ * - 0.00   |  |   | Details               |   |  |  |                                   |                    |
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| Tende   | r Fee in  | ₹   |  |   |  | 1  |   |                       |   | BG/  | ) through<br>ST or EMI   | Financ                            | Yes                |
| Tende   | r Fee in<br>Iyable 1  | i ₹<br>Го   | 0.00   |   |  | 1  | <u>EMD Fee I</u><br>EMD Amour   | it in ₹               | 21,000  | BG/<br>Exe   | ST or EMI<br>mption Al   | Financ<br>D<br>lowed              | Yes                |
| Tender<br>Fee Pa<br>Tender  | r Fee in<br>Iyable 1  | i ₹<br>Го   | 0.00<br>Nil  |   |  | 1  | <u>EMD Fee I</u><br>EMD Amour<br>EMD Fee Ty   | nt in ₹<br>pe         | 21,000  | BG/<br>Exer<br>EMD   | ST or EMI<br>mption Al<br>Percenta   | Financ<br>D<br>lowed<br>age       | Yes                |
| Tendeı<br>Fee Pa<br>Tendeı  | r Fee in<br>Iyable 1<br>r Fee   | i ₹<br>Го   | 0.00<br>Nil  |   |  | 1  | <u>EMD Fee I</u><br>EMD Amour   | nt in ₹<br>pe         | 21,000  | BG/<br>Exer<br>EMC<br>EMC  | ST or EMI<br>mption Al   | Financ<br>D<br>lowed<br>age       | Yes                |
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| Tender<br>Fee Pa<br>Tender<br>Exemp   | r Fee in<br>Iyable 1<br>r Fee   | ।₹<br>Го<br>Iowed   | No   | Fee Pay   | able At  | 1  | <u>EMD Fee I</u><br>EMD Amour<br>EMD Fee Ty<br>EMD Payabl   | pe<br>e To            | 21,000<br>fixed<br>AIIMS<br>RAIPU               | BG /<br>Exer<br>EMC<br>R<br>Click to                               | ST or EMI<br>mption Al<br>) Percenta<br>) Payable                                    | Financ<br>D<br>lowed<br>age<br>At | Yes<br>NA<br>Raipu |
| Tender<br>Fee Pa<br>Tender<br>Exemp<br><u>Work</u><br>Title   | r Fee in<br>yable 1<br>r Fee<br>ption Al  | i ₹<br>Fo<br>lowed  | 0.00<br>Nil<br>No  | Fee Pay   | information and                                      | 1<br>Nil   | EMD Fee I<br>EMD Fee Ty<br>EMD Payabl   | nt in ₹<br>pe<br>e To | 21,000<br>fixed<br>AIIMS<br>RAIPU               | BG /<br>Exer<br>EMC<br>R<br>Click to<br>Dus IT Ass                 | ST or EMI<br>mption Al<br>) Percenta<br>) Payable<br>o view moc                      | Financ<br>D<br>lowed<br>age<br>At | Yes<br>NA<br>Raipu |
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| Should Allow<br>Tender                           | w NDA | No                                       | Allov<br>Bidd        | w Preferential<br>ler | No                      |                    |                      |                                     |
|--|-------|--|----------------------|-----------------------|-------------------------|--------------------|----------------------|-------------------------------------|
| Critical Da                                      | tes   |  |                      |                       |                         |                    |                      |                                     |
| Publish Date                                     | 2     |  | 19-Sep-2             | 023 06:00 PM          | Bid Opening             | Date               | 05-Oct               | -2023 03:30 PM                      |
| Document D<br>Date                               | ownlo | ad / Sale Start                          | 19-Sep-2             | 023 06:00 PM          | Document D<br>Date      | ownload / Sale End | 04-Oct               | -2023 03:00 PM                      |
| Clarification                                    | Start | Date                                     | NA                   |                       | Clarification           | End Date           | NA                   |                                     |
| Bid Submission Start Date                        |       |  | 20-Sep-2023 10:00 AM |                       | Bid Submission End Date |                    | 04-Oct-2023 03:00 PM |                                     |
|  |       |  | 20-Sep-2             | 023 10:00 AM          |                         |                    |                      |                                     |
| <u>Tender Do</u><br>NIT                          | cume  |  |                      |                       |                         |                    |                      | Document<br>Size (in KB)            |
| <u>Tender Do</u><br>NIT                          | cume  | <u>nts</u>                               |                      |                       | escription              |                    |                      | Document<br>Size (in KB)            |
| <u>Tender Do</u><br>NIT<br>Document<br>Work Item | S.No  | n <u>ts</u><br>Document Nam              | le<br>df             | De                    | escription              | Description        |                      | Document<br>Size (in KB)            |
|  | S.No  | nts<br>Document Nam<br>Tendernotice_1.po | ne<br>df             | De                    | escription              |                    |                      | Document<br>Size (in KB)<br>1660.98 |

| Bid Ope | Bid Openers List                 |                   |                   |  |  |  |  |
|---------|----------------------------------|-------------------|-------------------|--|--|--|--|
| S.No    | Bid Opener Login Id              | Bid Opener Name   | Certificate Name  |  |  |  |  |
| 1.      | uttamsharma@aiimsraipur.edu.in   | UTTAM KANT SHARMA | UTTAM KANT SHARMA |  |  |  |  |
| 2.      | debashishbhadra09@gmail.com      | Debashish Bhadra  | DEBASHISH BHADRA  |  |  |  |  |
| 3.      | pintu.221181@gmail.com           | Sunil Kumar Singh | SUNIL KUMAR SINGH |  |  |  |  |
| 4.      | dewangangautam02052010@gmail.com | GAUTAM DEWANGAN   | GAUTAM DEWANGAN   |  |  |  |  |

| <b>GeMARPTS Details</b>                       |                              |
|---|------------------------------|
| Reason for non availability of<br>GeMARPTS ID | Urgent nature of Procurement |
| Remarks                                       | approval                     |
| Document Name                                 | Approval.pdf                 |
| Document Size (in KB)                         | 8796.01                      |

| <b>Tender Properties</b>                   |                       |                                     |     |
|--|-----------------------|-------------------------------------|-----|
| Auto Tendering<br>Process allowed          | No                    | Show Technical bid status           | Yes |
| Show Finance bid<br>status                 | Yes                   | Show Bids Details                   | No  |
| BoQ Comparative Chart<br>model             | Normal                | BoQ Compartive chart decimal places | 2   |
| BoQ Comparative Chart<br>Rank Type         | L                     | Form Based BoQ                      | No  |
| Show Bid Details in Public<br>Domain stage | Technical Bid Opening |                                     |     |

# **GEM/TIA Undertaking**

| S.No | Undertaking        | Mandatory | Status | Remarks |
|------|--------------------|-----------|--------|---------|
| 1    | PPP-MII Order 2017 | No        | Agreed |         |
| 2    | MSEs Order 2012    | Yes       | Agreed |         |

| Tender Inviting Authority |  |  |  |  |
|---------------------------|--|--|--|--|
| Name                      | Sr. Administrative officer                   |  |  |  |
| Address                   | O/o Sr. Administrative Officer, AIIMS RAIPUR |  |  |  |

| Tender Creator | Tender Creator Details        |  |  |  |  |
|----------------|-------------------------------|--|--|--|--|
| Created By     | UTTAM KANT SHARMA             |  |  |  |  |
| Designation    | Junior Administrative Officer |  |  |  |  |
| Created Date   | 18-Sep-2023 05:40 PM          |  |  |  |  |



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

# <u>खंडन</u>

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग) के लिये बोलीदाताओं / फर्म /एजेंसी इत्यादिसे प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का आमंत्रण है, संविदात्मक दायित्व तब तक नहीं होगा जब तक कि औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/ फर्म/ एजेंसी इत्यादि के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित न किया गया हो |

# **DISCLAIMER**

This tender is not an offer by the AllIndia 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 authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

# All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, 2577279 email: <u>admin@aiimsraipur.edu.in</u> Website: www.aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.)में

सीईआरटी-इन पैनलबद्ध एजेंसियों से एम्स रायपुर में विभिन्न आईटी संपत्तियों (सॉफ्टवेयर और हार्डवेयर) की व्यापक सूचना और साइबर सुरक्षा आश्वासन लेखापरीक्षा के लिए निविदा आमंत्रित करने की सूचना।

# Notice Inviting Tender for "Comprehensive Information and Cyber Security Assurance Audit of various IT Assets (Software & Hardware) at AIIMS Raipur from CERT-in Empanelled agencies."

At

# All India Institute of Medical Sciences, Raipur

# NOTICE INVITING e-TENDER (e-NIT)

# Tender Enquiry No.: TENDER NO. AIIMS/R/IT/Sec\_Audit/2023/

 Tenders in Two Bids (Technical & Financial Online bids) are invited on behalf of the, Director, All India Institute of Medical Sciences from interested and eligible service providers under Global Tender for "Echo and USG machine" for the Department of Surgical Gastroenterology at AIIMS Raipur. Manual bids shall not be accepted.

| ltem<br>No. | Tender ID                                    | Name of the Item   | Qty | Unit | EMD Amount    |
|-------------|--|--|-----|------|---------------|
| 1           | TENDER NO.<br>AIIMS/R/IT/Sec_Audit/<br>2023/ | Comprehensive Information and<br>Cyber Security Assurance Audit of<br>various IT Assets (Software &<br>Hardware) at AIIMS Raipur from<br>CERT-in Empanelled agencies | 01  | No.  | Rs. 21,000.00 |

#### **CRITICAL DATE SHEET**

| Published Date            | 18/09/2023 Time 06.00PM |
|---------------------------|-------------------------|
| Bid Submission Start Date | 19/09/2023 Time 10.00AM |
| Bid Submission End Date   | 03/10/2023 Time 06.00PM |
| Bid Opening Date          | 04/10/2023 Time 03.30PM |

Section -I

# 1.1 <u>About the Institute</u>:

AIIMS Raipur is one of the SIX AIIMS healthcare institutes being established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). With the aim of correcting regional imbalances in quality tertiary level healthcare in the country, and attaining self sufficiency in graduate and postgraduate medical education and training.

# **1.2** <u>Purpose of the Document:</u>

The purpose of this Tender document is to select a CERT-INempanelled Auditor to conduct Comprehensive Information and Cyber Security Assurance Audit of various IT Assets (Applications, Software & Hardware) at AIIMS Raipur as per the latest guidelines issued by CERT-IN, MeitY and IRDAI and all amendments thereto. The selected bidder/ Auditor will also do vulnerability assessment and penetration testing (VAPT) of all IT infrastructure & Applications of AIIMS Raipur. It includes DC, NDR and DR site, Network security architecture, Local Area network, remote access to AIIMS Raipur's network and other related services more fully defined in the Scope of work specified in Section III. The selected bidder/ Auditor shall engage with AIIMS Raipur in identifying the gaps and assist, guide, develop and render expert advice to AIIMS Raipur to ensure that its information assets are adequately protected on a continuous basis from a variety of threats such as error, fraud, cyber-attacks, embezzlement, sabotage, terror, extortion, espionage, privacy violation, service interruption and natural disaster. The selected bidder/ Auditor shall engage with AIIMS Raipur in providing inputs on LAN Architecture and active/passive device upgradation for better Network Infrastructure at AIIMS Raipur and also provide the gap analysis report on the same.

#### 1.3 <u>Contract Period</u>:

Bidder/ Auditor should provide services as defined under "Section III: Scope of Work" to AIIMS Raipur for a period of Two years.

#### 1.4 <u>Important Dates</u>:

As mentioned in the Critical Date Sheet on Tender Page No-2.

#### 1.5 <u>Eligibility Criteria</u>:

- 1. The bidder must be a Government Organization/PSU/PSE/Partnership Firm/ LLP or Limited company existing in India.
- 2. The Bidder should be empanelled with CERT-IN for the period 2023-2025.
- 3. The bidder should have at least two Audit Consultants who are CISA/CISSP qualified and should be continuously part of the team that will conduct the audit at AIIMS Raipur.
- 4. The bidder should not be providing IT related service(s) to AIIMS Raipur currently and should not have conducted IS Audit/ VAPT during the last two years from the date of publishing this tender.
- 5. Undertaking on the official letterhead of the firm that the bidder has not been blacklisted by any department or undertaking of the Government of India or any State Governments of India or an Indian Public Sector Undertaking.

Documentary Evidence for Eligibility Criteria:

- (i) Bidder should submit copy of certificate of incorporation.
- (ii) Certificate of Empanelment with CERT-IN.

- (iii) All Relevant Certificates/documents supporting basis laid out in pre-qualification criteria.
- (iv) Documents as per ANNEXURE-I.
- (v) Self declaration on company letterhead as per Annexure-II.
- (vi) Undertaking as per Annexure-III.

Note: Bidder should submit supporting documents for fulfilling the eligibility criteria along with Annexure-III. Bids from the bidders who do not qualify based on the above criteria will be rejected.

#### Section -II

#### 2.1 <u>Instructions/Guidelines to Bidders</u>:

- **1.** Director AIIMS Raipur invites online bids on single stage two bid system for "Comprehensive Information and Cyber Security Assurance Audit of various IT Assets (Software & Hardware) at AIIMS Raipur from CERT-in Empanelled agencies." at AIIMS Raipur.
- **2.** EMD shall be paid by negotiable instruments like DD, FDR and Bank Guarantee made in favour of Director, AIIMS Raipur payable at Raipur.
- **3.** Tender document be downloaded from AIIMS mav web site CPPP www.aiimsraipur.edu.in(for reference only) and site https://eprocure.gov.in/eprocure/appas per the schedule as given in CRITICAL DATE SHEET.
- **4.** Bid shall be submitted online at CPPP website: https://eprocure.gov.in/eprocure/app.Manual bids shall not be accepted under any circumstance.
- **5.** Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document.
- web 6. Tenderer who has downloaded the tender from the AIIMS sitewww.aiimsraipur.edu.inand Central Public Procurement Portal (CPPP) e-Procurement websitehttps://eprocure.gov.in/eprocure/appshall 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.
- **7.** 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).
- **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& other terms.
- **12.** Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
- 13. Tenderer must provide evidence of having work government hospital / reputed private hospital/ organizations in India similar natureof at least ₹ 5 Lakhs of work of Comprehensive Information and Cyber Security Assurance Audit of Tender value in the last three years and the copy of the same should be uploaded.
- 14. The firm should be registered and should have the average annual turnoverat least₹10 lakh of the bidder in the last three financial years. Copies of authenticated balance sheet for the past three financial years should be uploaded.
- **15.** The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
- **16.** The GST registration details may please be furnished.
- **17.** The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
- **18.** The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order. 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.
- **19.** 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.
- **20.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- **21.** All disputes shall be subject to Raipur Jurisdiction only.
- **22.** 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.
- **23.** The Tender/Bid will be opened on the office of Senior Administrative Officer 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.
- **24.** 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.

#### 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.
- **25.** The amount mentioned for tender cost on the portal are totally tentative and it should not be submitted as per provision of GFR-2017.
- **26. Earnest Money** The declaration of EMD exemption as attached of **Form-A**It must be uploaded on the letterhead of the tenderer.
- **27.** In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the IT Department, AIIMS Raipur through e-mail: it@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet
- **28.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Sr. Administrative Officer AIIMS, Raipur

#### **General Terms and Conditions**:

- 1. Manual bid shall not be accepted in any circumstance.
- 2. 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.
- 3. 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.
- 4. Quotations/Bid should be valid for 180 days from the tender due date i.e. tender opening date.

5. Bidder should submit supporting documents for fulfilling the eligibility criteria along with Annexure – III.

- 6. Bids from the bidders who do not qualify based on the above criteria will be rejected.
- 7. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the bidder is liable to be banned from doing business with AIIMS Raipur further three years.
- 8. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
  - 9. All disputes shall be subject to Raipur Jurisdiction only
  - 10. 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.
  - 11. The Tender/Bid will be opened online at website https://eprocure.gov.in/eprocure/appin Sr. Administrative office at AIIMS Raipur Premises at the prescribed time.
  - i. Financial bids of only those bidders will be opened whose technical bids are found suitable by the expert committee appointed for the purpose.
  - ii. No separate information shall be given to individual bidders.
  - iii. In comparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
  - 12. Not with standing anything contained in this bid document, the Institute 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.
- 13. The bidder whose bid is accepted will be notified of the award of contract by the Institute prior to expiry of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.
- 14. The competent authority reserves the right to reject the service if the same are not found in accordance with the required description/quality and make alternative arrangement at the risk & cost of contractor.
- 15. The Institute will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid the highest total points (H1) on the bases of QCBS.
- 16. Earnest money is to be submitted by means of a Bank Demand Draft/FD, of a scheduled bank payable/encase able at Raipur. (a scanned copy to be uploaded on CPP Portal). It is also

clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The earnest money (DD/FD) must reach the office of the Sr. Administrative Officer, Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur prior to opening of tender.

- i. 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.
- ii. Tenders without Earnest Money will be summarily rejected.
- iii. No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iv. The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- v. EMD should remain valid for a period of 180 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.
- 17. MSME's registered with NSIC and Udyog Aadhar Memorandum (UAM) will be exempted from submission of earnest money, provided a valid NSIC registration certificate is submitted alongwith bid documents
- 18. Tender Cost is exempted as per GFR -2017.
- 19. In case the service provider requires any clarification regarding the tender documents, they are requested to contact the Sr. Administrative Officer, AIIMS Raipur throughe-mail: <u>it@aiimsraipur.edu.in</u>on or before end date of clarification as per critical date sheet.

Sr. Administrative Officer, For and on behalf of Director, AIIMS Raipur.

## 2.2 **<u>Rejection of Tenders</u>**:

The tender is liable to be rejected inter alia:

- (i) If it is not in conformity with the instructions mentioned herein
- (ii) If it is not properly signed by the bidder.
- (iii) If it is received after the expiry of the due date and time.
- (iv) If it is evasive or incomplete including non-furnishing the required documents.
- (v) If it is quoted for period less than the validity of tender.
- (vi) If it is received from any blacklisted bidder or whose past experience is not satisfactory.

#### 2.3 **Validity of Tenders:**

Tenders should be valid for acceptance for a period of at least 90 (Ninety) days from the last date of tender submission. Offers with lesser validity period would be rejected.

#### 2.4 Security Deposit:

The successful tenderer will have to furnish a security deposit to the tune of 5% of the total order value in the form of a bank Guaranteefor a period of sixty days beyond the completion of project obtained from a nationalized/scheduled bank for proper fulfilment of the contract.

#### 2.5 **Price**:

- (i) The bidders should quote including all taxes.
- (ii) There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement should be passed on to the Purchaser /Company.
- (iii) All the items should be quoted in INR (Indian Rupees) only.

#### 2.6 **Format and Signing of bid:**

- (i) Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the bidder's organization as mentioned in Annexure-X: Letter of Authorization.
- (ii) The bid shall be in A4 size papers, numbered with index and highlighted with technical specification details and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.
- (iii) Any interlineations, erasures or overwriting shall be valid only if the person signing the bid counter signs them.
- (IV) Bidders responding to this tender must comply with the format requirements given in various annexure of the tender, bids submitted in any other format/type will be treated as non- compliant and may be rejected.

- (V) ADDITIONAL INFORMATION: Include additional information which will be essential for better understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.
- (Vi) GLOSSARY: Provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the bid response.
- (Vii) The entire proposal should be in A4 size paper and neatly bind or filed accordingly.

#### 2.7 **Publicity**:

Any publicity by the vendor in which the name of the Company is to be mentioned should be carried out only with the prior and specific written approval from the Company. In case the vendor desires to show any of the equipment to his customers, prior approval of the Company will have to be obtained by him in writing.

#### 2.8 **Royalties and Patents:**

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidder shall protect the Company against any claims thereof.

#### 2.9 <u>Termination</u>:

AIIMS Raipur shall be entitled to terminate the agreement/purchase order with the vendor at any time giving 30 days' prior written notice to the Vendor if the vendor breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice.

#### 2.10 Insolvency:

The Company may terminate the contract by giving written notice to the vendor without compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will-not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

#### 2.11 Force Majeure:

- (i) The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- (ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- (iii) In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

(iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of UIIC shall be final and binding on the Bidder.

#### 2.12 **Dispute Resolution:**

- (i) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- (ii) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between AIIMS Raipur and the vendor's representative.
- (iii) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
- (iv) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
- (v) The venue of the arbitration shall be Raipur.
- (vi) The language of arbitration shall be English or Hindi.
- (vii) The award shall be final and binding on both the parties.
- (viii) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by AIIMS Raipur unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by AIIMS Raipur, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

## 2.13 <u>No Commitment to accept lower or any other offer:</u>

- (i) AIIMS Raipur is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all the offers including incomplete offers without assigning any reason whatsoever.
- (ii) AIIMS Raipur reserves the right to make any changes in the terms and conditions of the tender. AIIMS Raipur will not be obliged to meet and have discussions with any Bidder or to entertain any representations.

# 2.14 <u>Waiver</u>:

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### 2.15 General Terms:

- (i) The agreement shall be in force for a period of sixty days beyond the completion of project from the date of issue of Purchase Order.
- (ii) The successful bidder shall sign the agreement within 21 days from the date of Letter of Acceptance (LOA) from AIIMS Raipur.
- (iii) Any queries may be communicated through e-mail and response to query will be by return e- mail published in the AIIMS Raipur website.
- (iv) Addendum/Amendments/Corrigendum, if any, will be communicated through website only. AIIMS Raipur reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.
- (v) AIIMS Raipur is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI. The policy details are available on the website http://www.dcmsme.gov.in.
- (vi) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centre's or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
- (vii) Such MSEs would be entitled for exemption from furnishing tender fee. In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances.

#### 2.16 General Terms:

- (i) The contract/agreement between the Successful bidder and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.
- (ii) The successful bidder has to furnish two copies of the contract/agreement in a Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement will be shared to the successful bidder along with the LOA.
- (iii) The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance guarantee for AIIMS Raipur's counter signature within 21 days from the receipt of LOA.

# 2.17 Payment Terms:

Payment terms shall be as follows:

Half Yearly payments would be paid after each six months subject to completion of activities and satisfactory acceptance of the deliverables as mentioned in "Section III: scope of work". The half -yearly payment would be calculated by dividing the annual payment in two equal parts.

# 2.18 <u>Time Period to Complete Activities</u>:

| S No | Activity | Period | Time Period |
|------|----------|--------|-------------|
|------|----------|--------|-------------|

| 1. | Vulnerability Assessment and<br>Penetration Testing of Applications<br>as per Scope of work. | Year 1 | T1*+ 30 days  |
|----|--|--------|---------------|
| 2. | Comprehensive Information and<br>Cyber Security Assurance Audit                              | Year 1 | T2* + 30 days |
| 3. | Post Audit Compliance Verification   | Year 1 | T3* + 20 days |

\*T1 is the date from which actual start of VAPT of Applications (list of application is mentioned in scope) and Network devices.

\*T2 is the date from which actual start of Comprehensive Information and Cyber Security Assurance Audit.

\*T3 is the date from which actual start of Post Audit Compliance Verification.

The entire work has to be completed in accordance with the timeline mentioned above. Any extension of the completion date due to unforeseen delays shall be by mutual consent and in writing.

If the Bidder /Vendor fails to complete the assignment as per the time frame prescribed in this tender, and the extensions, if any allowed, such failure shall amount to breach of contract. In addition to the penalty which AIIMS Raipur is entitled to impose as per the tender, AIIMS Raipur reserves its right to cancel the order in the event of delay and invoke the Bank Guarantee."

#### 2.19 Sub-Contracting:

The Bidder /Vendor will not, without the written consent of AIIMS Raipur, make any assignment or sub-contract for the provision of any services hereby bid on.

#### 2.20 Evaluation Process of Bidder:

The evaluation process will include:

- (i) Technical evaluation of tender response, which include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, has implementation experience, licensed tools etc.
- (ii) The Commercial Bid of the technically qualified vendors/Bidders will be opened on the date and time to be notified later.
- (iii) The LOA will be issued to the L1 vendor. The successful bidder shall acknowledge the receipt of the LOA within 21 days from the date of LOA and shall there by confirm their acceptance of the LOA in its entirety without exceptions by returning duplicate copy of LOA duly signed and stamped in token of their acceptance.
- (iv) The final decision regarding selection of Vendor/Bidder will be taken by AIIMS Raipur.
- (v) The implementation of the project will commence upon successful negotiation of a contract between AIIMS Raipur and the selected Vendor/Bidder. AIIMS Raipur reserves the right to reject any or all proposals fully or partially. Similarly, AIIMS Raipur reserves the right to include or not to include any Vendor/Bidder in the final short-list.

# 2.20.1 <u>Technical Assessment (Weightage – 60%)</u>:

Table :1 The technical evaluation will be done based on the evaluation criteria and weightage mentioned below:

| S<br>No. | Evaluation Criteria  | Weightage                                | Max.<br>Weightage | Documents Required<br>Qualification certificates<br>and other relevant<br>documents if any.                        |  |  |
|----------|--|--|-------------------|--|--|--|
| 1.       | The bidder should have at least<br>Two Audit consultants<br>who CISA/CISSP qualified<br>and should be continuously<br>part of the team thatwill<br>conduct Audit | Each Qualified<br>consultant -7<br>marks | 28 Marks          |  |  |  |
| 2.       | Details of Audit Tools to be<br>deployed and persons Trained<br>on those tools   |  | 20 Marks          | Tool License copy and<br>copy of the certification if<br>any   |  |  |
| 3.       | The bidder should have done<br>Information Security Audits of<br>at least 3<br>Govt./PSU organization in last<br>two years.                                      | Foreach<br>successful<br>audit-5 marks   | 25 Marks          | Copy of Credential<br>Letters/ Purchase Order /<br>Engagement Letter /<br>Agreement signed<br>between the parties. |  |  |
| 4.       | Detailed description of the<br>project Plan and<br>Implementation methodology.   | 15 Marks                                 | 15 Marks          | Project Plan and<br>implementation<br>methodology document.  |  |  |
| 5.       | Turnover of the Organization   | 12 Marks                                 | 12 Marks          |  |  |  |

Minimum marks to become eligible for commercial bid opening is 60.

# 2.20.2 Financial Assessment (Weightage – 40%):

- (i) Bidders quoting the lowest price will be allotted full marks.
- (ii) Proportionate marks will be allotted to other bidders as a percentage of lowest quote.
- (iii) For example, bidder A quotes Rs.X/- and bidder B quotes Rs.2X/- bidder A will be allotted 100 marks, while bidder B will be allotted 50 marks.
- (iv) Bidder to quote per man day cost for additional work for new inclusion to infrastructure mentioned in Section III-3.5. For the purpose of determining the L1 bidder, 10 Man day cost will be reckoned. It may however be noted that billing for such work will be on actual basis only.

#### 2.20.3 <u>Final Evaluation</u>:

(i) The formula for calculation of overall assessment is 60% \* (Marks scored in Technical Assessment) + 40% \*(Marks score in Commercial Assessment).

- (ii) The bidder scoring highest marks in overall assessment will be L1.
- (iii) AIIMS Raipur in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposal submitted by the respondents. AIIMS Raipur may reject any / all proposal(s) at any stage without assigning any reason thereof. Refer point no 2.13.

#### Section -III

## Scope of work

#### 3.1 Location Covered under the Scope:

All the IT Systems and equipment present at the below mentioned locations would be part of the scope

| SNo. | Location   |
|------|--|
| 1.   | Medical College Building, AIIMS Raipur           |
| 2.   | A-A1, B-B1, C-C1, D-D1 Blocks, AIIMS Raipur      |
| 3.   | Trauma and Emergency, AIIMS Raipur               |
| 4.   | Ayush Building, AIIMS Raipur                     |
| 5.   | MS Office, AIIMS Raipur                          |
| 6.   | Project Cell, AIIMS Raipur                       |
| 7.   | Wi-Fi Network in the Campus of AIIMS Raipur      |
| 8.   | Rest of the blocks in the campus of AIIMS Raipur |

All the testing is to be conducted preferably from AIIMS Raipur Campus only. Remote Connection testing is to be avoided unless is technically unavoidable.

# 3.2<u>IT Current State</u>:

AIIMS Raipur currently has following IT applications at present in the organization but not limited to:

- 1. AIIMS Raipur Official Website.
- 2. HR Portal.
- 3. Leave Management Portal.
- 4. Payroll Management.
- 5. e-office (e File Lite) from NIC/NICSI hosted at NDC Bhubaneswar.
- 6. Tally software on LAN.
- 7. Hospital Management Information System (HMIS) hosted from CDAC.

#### 3.3 <u>IT Systems Covered/ Tentative Infrastructure for Audit</u>:

| S No. | Particulars                                | Details |
|-------|--|---------|
| 1.    | Applications and API (External & Internal) | 10      |

| 2. | Local Server    | 2  |
|----|-----------------|----|
| 3. | NetworkFirewall | 01 |
| 4. | Network Switch  | 50 |
| 5. | Routers         | 01 |
| 6. | External IPs    | 10 |

Note: The final list will be shared with Successful bidder.

# 3.4 <u>Vulnerability Assessment And Penetration Testing (VA/PT) of Applications and Network</u> Devices (Annual Activity to be conducted as per convenience of AIIMS Raipur):

VAPT Cycle should be conducted annually. A Cycle consists of identification of gaps and to check for known vulnerabilities at the beginning and a retesting post closure of vulnerabilities identified.

# 3.5 <u>VULNERABILITY ASSESSMENT AND PENETRATION TESTING (VA/PT) OF</u> <u>APPLICATIONS AND IT INFRASTRCUTRE WHENEVER MAJOR CHANGES ARE</u> <u>IMPLEMENTED</u>:

Security testing should be conducted, in case of all applications, network and related infrastructure so as to check for known vulnerabilities once initially and again whenever major changes take place. The time period and implementation plan of such VAPT will be as per convenience of AIIMS Raipur. Commercials will be calculated on man days basis.

VAPT would include the following but not limited to:-

- (i) Port scanning of servers, network devices and security devices/applications.
- (ii) Analysis and assessment of vulnerabilities.
- (iii) Network Traffic observation for Important and confidential information like username, password flowing in clear text.
- (iv) Performa comprehensive scan of all IP address ranges in use to determine what vulnerabilities exist in the network devices and servers, and to review all responses to determine if any risks exist.
- (v) Use vulnerability scanners to scan the critical/network devices and servers to determine vulnerability exists.
- (vi) Search for back door traps in the operating systems.
- (vii) Router testing and Firewall testing.
- (viii) Check for the known vulnerabilities in the operating systems nd applications like Browser, E-Mail, Web Server, and VPN etc.
- (ix) Use tools to perform a password scan to determine accounts that have passwords that are easy to crack.
- (x) Test for the presence of unnecessary services/applications those are running on the network devices/servers/workstations.
- (xi) Exploitation of vulnerabilities (with AIIMS Raipur permission).

The assessment/testing should check for various categories of threats including but not limited to: -

- (i) Unauthorized access into the network and extent of such access possible.
- (ii) Unauthorized modifications to the network and traffic flowing over network.
- (iii) Extent of information disclosure from the network.
- (iv) Spoofing of identity over the network.
- (v) Possibility of denial of services.
- (vi) Possible threats from malicious codes (Viruses and worms etc.)
- (vii) Possibility of traffic route poisoning.

In addition to above, Penetration testing is to be carried out based on the Open Web Application Security Project (OWASP) Top Ten criteria as mentioned below but not limited to: -

A1:Injection Flaws.

- A2: Broken Authentication and Session Management.
- A3: Sensitive Data Exposure.
- A4: XML External Entities (XXE).
- **A5:** Broken Access Control.
- A6:Security Misconfiguration.
- A7: Cross-Site Scripting (XSS).
- **A8:** Insecure Deserialization.
- A9: Using Components with Known Vulnerabilities.
- A10: Insufficient Logging & Monitoring.

The security assessment should use the industry standard penetration test methodologies (like OSSTM) and scanning techniques, and will focus on applications. The application tests should cover but not limited to OWASP Top 10 attacks.

**Deliverables**: Individual report should be provided for various IT systems location-wise and consolidated. The Report should consist of an executive summary that expresses business risk and the technical nature of the risk and its seriousness and a technical report that includes findings and mitigation strategies in full detail whenever VAPT is conducted. Tools used for VAPT should also be mentioned in the report.

#### Additionally, acompliance report should also be submitted once the gaps are closed.

**3.6<u>Information Security Audit Tools</u>:**The bidder must use at least two fully licensed commercial information security auditing tools like Nessus Pro, Acunetix, Burp Suite etc. Bidders to provide details of tool and purpose for which it is being used.

# 3.7<u>Comprehensive Information and Cyber Security Assurance Audit (Annual Activity- to be</u> <u>conducted at the start of each year or as per convenience of AIIMS Raipur)</u>:

The scope of audit will cover, but it is not limited to following areas:

(i) Policy, Procedures, Standard Practices, Organization structure & other Government and Regulatory Requirements.

- (ii) Enterprise Security.
- (iii) Information Asset Management.
- (iv) Physical and Environmental security.
- (v) Human Resource Security.
- (vi) System acquisition, development and maintenance.
- (vii) Information Security Risk Management.
- (viii) Data Security.
- (ix) Application Security.
- (x) Cyber Security.
- (xi) Platform/Infrastructure Security.
- (xii) Network Security.
- (xiii) Cryptography and Key Management.
- (xiv) Security Logging and Monitoring.
- (xv) Incident Management.
- (xvi) Endpoint Security.
- (xvii) Virtualization.
- (xviii) Mobile Security.

The Selected Bidder/Auditor will provide Compliance Assessment Report/External Audit Completion Report covering Data Centers (outsourced) on which the data of AIIMS Raipur are stored (Primary Site, NDR and DR Site), of the whole campus of AIIMS Raipur with respect to: -

- (i) CERT-In and MeitY Guidelines on Information and Cyber Security.
- (ii) IRDA Guidelines on Information and Cyber Security.
- (iii) Software License Compliance (DC, NDR & DR)
- (iv) Any other legal requirement

**Deliverables**: Compliance Assessment Report / External Audit Completion Report

#### Annexure-I

#### PROFORMAFORPERFORMANCESTATEMENT

(For the period of last five years)

| Tender Reference No.                 | : |
|--------------------------------------|---|
| Date of opening                      | : |
| Time                                 | : |
| Name and address of the Tenderer     | : |
| Name and address of the manufacturer | : |

| Order<br>placed by<br>(full            | Order<br>number<br>and date | Description<br>and quantity<br>of ordered | Value<br>of<br>order | Date of<br>completion<br>of Contract |        | Remarks<br>indicatin<br>g      | Have the<br>goods been<br>functioning                  |
|--|-----------------------------|---|----------------------|--------------------------------------|--------|--------------------------------|--|
| address of<br>Purchaser/<br>Consignee) |                             | goods and<br>services                     | (Rs.)                | As per<br>contract                   | Actual | reasons<br>for delay<br>if any | Satisfactoril<br>y (attach<br>documentar<br>y proof)** |
| 1                                      | 2                           | 3   | 4                    | 5                                    | 6      | 7                              | 8  |
|  |                             |   |                      |                                      |        |                                |  |

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

SignatureandsealoftheTenderer

\*\*The documentary proof will be a certificate from the consignee/end user withcross-reference of order no. and date in the certificate along with a notarizedcertificationauthenticatingthecorrectness oftheinformationfurnished. \*\* The bidders are requested to submit the latest purchase order copies supplied toAIIMS, PGIMER, JIPMER, Institute of National importance for the specific modelquoted alongwiththeprice bid.

#### Section – XTENDERFORM

To,

Date .....

Director

AIIMS RAIPUR

GE Road Tatibandh

Raipur 492099 Chhattisgarh

Ref. Your TE document No.....dated.....

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date) (Name and designation)

Duly authorised to sign tender for and on behalf of

# <u>SECTION – XI</u> <u>PRICESCHEDULE</u>

Price bid format/ template is provided as along with this Tender Enquiry Document at<u>https://eprocure.gov.in/eprocure/app</u>.

Bidders are advised to download Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, their bids shall be liable to be rejected.

In case, an instruction in the specification asks for a BOQ line item to be quoted separately, the same to be quoted mandatorily as a separate price and must not be added in the bundle offer.

# <u>SECTION –</u> <u>XIIOUESTIONNAI</u> <u>RE</u>

# Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the CPPP Portal

- The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".
- 2. Wherever necessary and applicable, the tenderer shall enclose certified scanned copy as documentary proof/ evidence to substantiate the corresponding statement.
- 3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues, their tender is liable to be ignored.

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer's indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPPP portal asper provision available

#### **SECTION-XIII**

#### **BANKGUARANTEE FORMFOREMD**

for the supply of.....(hereinafter called the "tender") against the dated..... tender enquiry No.....Know purchaser's all persons by these presents that we.....of................(Hereinafter called the "Bank") having our registered office at.....are bound unto......(hereinafter called the "Purchaser) in the sum of.....for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this......day of......20...... The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

fails or refuses to furnish the performance security for the due performance of the

contract or fails or refuses to accept/execute the contract or

if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the

officer.....

.....

Seal, name & address of the Bank and address of the Branch

#### **SECTION – XV**

#### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Director

AIIMS RAIPURL

GE ROAD TATIBANDH

RAIPUR CHHATTISGARH

WHEREAS

(Name and address of the supplier)

(Hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.\_\_\_\_\_\_(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to\_\_\_\_\_\_ (indicate date).

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

#### SECTION – XVICONTRACTFORM-A

# <u>CONTRACTFORMFORSUPPLY.INSTALLATION.COMMISSIONING.HANDINGOVER.TRIA</u> <u>LRUN.TRAININGOFOPERATORS & WARRANTYOF GOODS</u>

(Address of the

Purchaser/Consignee Office

issuing the contract)

Contract No.....dated .....

Thisisincontinuationtothisoffice'sNotificationofAwardNo\_\_\_\_\_dated\_\_\_\_\_

1. Name & address of the Supplier:....

- 2. Purchaser's TE document No......dated......dated...... And subsequent Amendment No....., dated.....(if any), issued by the purchaser
- 3. Supplier's Tender No......dated.....and subsequent communication(s)
  No..... (if any), exchanged between the supplier and the purchaser in connection with this tender.
- 4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers" Authorisation Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award
  - Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II "General Instructions to Tenderers" of the Purchaser's TE document shall also apply to this contract.
- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Any other additional services (if applicable) and cost thereof: Total value (in figure).....

(In words) .....

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

(Signature, name and address of the Purchaser's/Consignee's authorised official) For and on behalf of

Received and accepted this contract

(Signature, name and address of the supplier's executive Duly authorised to sign on behalf of the supplier)

For and on behalf of (Name and address of the supplier)

(Seal of the supplier)

| Date: |  |
|-------|--|
|       |  |

# **SECTION – XVII**

# **CONSIGNEERECEIPTCERTIFICATE**

(Tobegivenbyconsignee'sauthorizedrepresentative)

Thefollowingstore(s)has/havebeenreceivedingoodcondition:

| 1) | ContractNo.&date   | : |
|----|--|---|
| 2) | Supplier'sName   | : |
| 3) | Consignee'sName&Addresswith telephoneNo.&FaxNo.                | : |
| 4) | Nameof theitem supplied  | : |
| 5) | Quantity Supplied  | : |
| 6) | DateofReceiptbytheConsignee                                    | : |
| 7) | Name and designation of Authorized Representative of Consignee | : |
| 8) | Signature of AuthorizedRepresentative of Consignee with date   | : |
| 9) | Seal of the Consignee  | : |

#### **SECTION-XVIII**

Date:

# ProformaofFinalAcceptance CertificatebytheConsignee

То

M/s

#### Subject: Certificateof commissioning of equipment/plant.

This is to certify that the equipment (s)/plant(s) as detailed below has/have been received in goodconditions along with all the standard and special accessories and a set of spares (subject toremarks in Para no.02) in accordance with the contract/technical specifications.The same hasbeeninstalledandcommissioned.

| (a) | ContractNo | dated |  |
|-----|------------|-------|--|
| • • | -          |       |  |

| (b) | Descriptionoftheequipment(s)/plants: |
|-----|--------------------------------------|
| (c) | Equipment(s)/ plant(s) nos.:         |
| . , |                                      |

(d) Quantity:(e) BillofLoading/AirWayBill/Railway

Receipt/GoodsConsignmentNote no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the vessel/Transporters:

- (g) Nameof theConsignee:
- (h) Dateofsite hand-overtothesupplierbyconsignee:
- (i) Date of commissioning and proving test:

#### Detailsofaccessories/spares notvetsuppliedandrecoveriestobemadeonthat account.

| Sl.No. | Description of Item | Quantity | Amountto berecovered |
|--------|---------------------|----------|----------------------|
|        |                     |          |                      |
|        |                     |          |                      |

The proving test has been done to our entires at is faction and operators have been trained to operate the equipment (s)/pl ant (s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfilits contractual obligations with regard to the following:

No.

- a) Hehasnotadheredtothetimeschedulespecifiedinthecontractindispatchingthedocuments/ drawingspursuantto,,Technical Specifications".
- b) He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within theperiodspecified in the contract from date of intimation by the Purchaser/Consignee in respect of the inst allation of the equipment (s)/plant(s).
- c) Thesupplierasspecified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier interms of the contract is ......

The amount of recovery on account of non-supply of accessories and spares is given under Parano.02

 $The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_(here indicate the amount).$ 

(Signature)

(*Name*) (*Designationwithstamp*)

#### ##Explanatorynotesforfillingupthecertificate:

- i) Hehasadheredtothetimeschedulespecifiedinthecontractindispatchingthedocuments/drawingspursuant to "TechnicalSpecification".
- ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee inrespectoftheinstallationofthe equipment(s)/plant(s).
- iii) Trainingofpersonnel hasbeendonebythesupplieras specifiedin thecontract.
- iv) Intheeventofdocuments/drawingshavingnotbeensuppliedorinstallationandcommissioning of the equipment (s)/plant(s) having been delayed on account of thesupplier, the extent of delay should always be mentioned inclear terms.

#### Section – XIXConsigneeList

| Sl.<br>No. | Nameof Hospital andAddress | State        |
|------------|----------------------------|--------------|
| 1.         | AIIMS,RAIPUR               | CHHATTISGARH |

<u>Note</u>: The consignee will ensure timely issue of NMIC, CDEC, Octroi ExemptionCertificates, RoadPermits&EntryTaxExemptionCertificates, wherever applicable, to the supplie rs.

#### ANNEXURE II - SELF DECLARATION BY BIDDER (To be submitted on Company letterhead)

#### **DECLARATION FORM:**

I/We hereby solemnly declare that I/We have read and understood all the terms and conditions of the RFP/ tender for "Appointment of Auditor for Comprehensive Information and Cyber Security Assurance Audit". I/We agree to provide the support and services mentioned in the "SCOPE OF WORK" in Section III of this RFP/ tender document.

I/We also declares that we are not be providing any IT related service(s) to UIIC currently and have not conducted IS Audit/ VAPT during the last 2 years for UIIC.

Also, the price quoted by us in the financial bid for the "SCOPE OF WORK" in Section - III of this RFP/ tender document is base price on body corporate, fixed price basis (including all duties, levies, out of pocket expenses, travelling, lodging etc.) excluding applicable taxes.

Name in Block Letters: Signature: Designation: Body Corporate's Seal Place: Date

## ANNEXURE III - NO BLACKLISTING DECLARATION (To be submitted in the Bidder's letterhead)

Date: dd.mm.yyyy

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

Subject: Submission of No Black Listing Self-Declaration for Tender Ref. No. \_\_\_\_\_\_\_\_ "Appointment of Auditor for Comprehensive Information and Cyber Security Assurance Audit"

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.

Name in Block Letters: Signature: Designation: Body Corporate's Seal Place: Date