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eProcurement
System

eProcurement System Government of India

Tender Details

Date : 05-Oct-2023 12:38 PM

Print

Basic Details

Organisation Chain	All India Institute of Medical Sciences-Raipur Central Store - AIIMS Raipur		
Tender Reference Number	AIIMS/R/IT/SNTRC/2023/RC		
Tender ID	2023_IMSRP_768525_2	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	Demand Draft
	3	FDR

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.rar	Technical Bid
2	Finance	.xls	Financial Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	35,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Director	EMD Payable At	AIIMS Raipur

[Click to view modification history](#)

Work / Item(s)

Title	Supply for refilling of catrige				
Work Description	Supply for refilling of catrige				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	11,68,000	Product Category	Computer- H/W	Sub category	NA
Contract Type	Rate Contract	Bid Validity(Days)	270	Period Of Work(Days)	15
Location	IT, AIIMS Raipur	Pincode	492099	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	SAO
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	05-Oct-2023 03:00 PM	Bid Opening Date	16-Oct-2023 03:30 PM
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Document Download / Sale Start Date	05-Oct-2023 03:00 PM	Document Download / Sale End Date	13-Oct-2023 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	05-Oct-2023 05:00 PM	Bid Submission End Date	13-Oct-2023 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	1369.63	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NITUPTD2.pdf	NIT 2nd call	1353.42
	2	BOQ	BOQ_814445.xls	BOQ	282.00

Bid Openers List

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

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	GEMPART ID 0CI0K5OBHMG9 The required service is not available on GeM
Document Name	Approval.pdf
Document Size (in KB)	101.42

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Sr AO
Address	SAO Office

Tender Creator Details

Created By	UTTAM KANT SHARMA
Designation	Junior Administrative Officer

Created Date	05-Oct-2023 12:10 PM
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आरोग्यम् सुखं सम्पदा

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

खण्डन

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

DISCLAIMER

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

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

Tele: 0771- 2577279,

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

Email: it@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में
“उपलब्ध कॉट्रेज रिफिलिंग वार्षिक हेतु दर अनुबंध ”
हेतु निविदा आमंत्रण सूचना

**Notice Inviting Tender for “ Short Notice Tender under Rate Contract for
Various Model of Cartridges Refilling” at All India Institute of Medical
Sciences, Raipur (CG)**

CRITICAL DATE SHEET

Published Date	05-10-2023 at 03:00 pm
Bid Document Download / Sale Start Date	05-10-2023 at 03:00 pm
Bid Submission Start Date	05-10-2023 at 05:00 pm
Bid Submission End Date	13-10-2023 at 03:00 pm
Bid Opening Date	16-10-2023 at 3:30 pm

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



अखिल भारतीय आयुर्विज्ञान संस्थान , रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
e-mail: it@aiimsraipur.edu.in

1. 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 provider “**Short Notice Tender under Rate Contract for Various Model of Cartridges Refilling for Various Model of Cartridges Refilling’ at AIIMS, Raipur**” Manual bids shall not be accepted.

Sr.no	Item Description	EMD Amount
1	Cartridge refilling	Rs 35,000.00

2. The bidder should comply with DPIIT order of Make in India 2017.
3. EMD shall be paid by negotiable instruments like DD, FDR and Bank Gurantee made in favour of Director, AIIMS Raipur payable at Raipur.
4. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
5. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
7. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) eProcurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
8. 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).
9. Manual bid shall not be accepted in any circumstance.
10. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
11. 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>’.
12. 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.
13. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
14. Tenderer must provide evidence of having work government hospital / reputed private hospital organizations in India similar nature of items of at least **₹ 5,84,000.00** of work of **Refilling of**

Cartridges various models of Tender value in the last three years and the copy of the same should be uploaded.

15. The firm should be registered and should have the average annual turnover at least **₹11,68,000.00** of the bidder in the last three financial years. Copies of authenticated balance sheet for the past three financial years should be uploaded.
16. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
17. The GST registration details may please be furnished.
18. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
19. 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.
20. 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.
21. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
22. All disputes shall be subject to Raipur Jurisdiction only.
23. **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.**
24. The Tender/Bid will be opened on O/o Sr. 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.
25. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
26. **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.
27. The amount mentioned for tender cost on the portal are totally tentative and it should not be submitted as per provision of GFR-2017
28. **Earnest Money** - The declaration of EMD exemption as attached of **Form- A** It must be uploaded on the letterhead of the tenderer.
29. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the IT Cell, AIIMS Raipur through e-mail: it@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet
30. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Sr. Administrative Officer
AIIMS, Raipur

Other Terms & Conditions:

1. Performance Security Deposit (PSD):

- a. The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30 days 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. 31st day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.
- b. Successful supplier/firm should submit performance guarantee as prescribed in favour of "AIIMS, Raipur" and to be received in the IT Cell, 3rd 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 purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, **for an amount covering 5% of the contract value.**
- c. The Performance Guarantee 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 guarantee bond shall be for a period of 60 days beyond of entire warranty period from the date of issue of installation & commissioning.

2. Forfeiture of Performance Security Deposit: If during the term of this contract, the contractor is in default of the due and faithful performance of its obligations under this contract, or any other outstanding dues by the ways of fines, penalties and recovery of any other amounts due to it, the AIIMS RAIPUR shall without prejudice to its other rights and remedies hereunder or at the applicable Law, be entitled to call in, retain and appropriate the Performance Security. Nothing herein mentioned shall debar the AIIMS RAIPUR from recovering from contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

3. Penalty: Penalty will be imposed at the following rates for absence of Contractor's minimum nos. of workers.

- **In minor complaints** – If the service provider fails to provide or perform the service within 24 hours from the time of logging complaint through phone/ email. Then Rs 500/- per day for per cartridge will be deducted as penalty from firm's bill.
- **In major complaints**- If the service provider fails to provide or perform the service within 48 hours from the time of logging complaint through phone/ email. Then Rs 1000/- per day for per cartridge will be deducted as penalty from firm's bill.
- If there is no show incident, the competent authority of AIIMS Raipur may also penalise the vendor based on purchase value of cartridge, as non responsiveness in the obligations of contract.
- A log cancel / revoke the contract by forfeiting of SD amount.

4. Inspection of Site and Sufficiency of Tender: The Tenderer is expected to work out their own rates based on the detailed description of items, the specifications and conditions and finally arrive at the cost of the work/service. The tenderer shall be deemed to have satisfied itself before tendering as

to correctness and sufficiency of its Tender. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all Matters and things necessary for proper completion and maintenance of the works/services. Where necessary, before submitting its Commercial Bid the tenderer should inspect and examine the site and its surroundings and shall satisfy itself about form and nature of the site, the quantities and nature of the work/service and materials necessary for the completion of the works/services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect its tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. **Corrupt or Fraudulent Practices:** The AIIMS,RAIPUR requisite the contractors under this tender to observe the highest standards of ethics during the procurement and execution of such Contracts, in pursuance of this policy, the AIIMS,RAIPUR defines for the purposes of this provision, the terms set forth as follows:

- a) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution, and 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the AIIMS RAIPUR, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIIMS RAIPUR of the benefits of the free and open competition.

The AIIMS RAIPUR will reject a proposal for award if it determines that the contractor has engaged in corrupt or fraudulent practices in competing for the contract in question. The AIIMS RAIPUR will hold the contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the contractor has engaged in corrupt and fraudulent practices in competing for, or in execution the contractor.

6. **Validity of the bids:** The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

7. **Risk Purchase & Recovery of sums due:**

- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

8. **Disputes & Arbitration:** The AIIMS RAIPUR and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute of any kind whatsoever that cannot be resolved the same shall be referred to the sole arbitration of the Director, AIIMS RAIPUR, it is also a term of this contract that no person other than a person appointed by the Director, AIIMS RAIPUR as foresaid should act as an Arbitrator. As aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

9. **Mode of Serving Notice:** Communications between parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.) subject to as otherwise provide in this contract all notices to be issued on behalf of the AIIMS RAIPUR and all other actions to be taken on its behalf may be given or taken by the Competent Authority. If sent by registered post to the last known place or abode or business of the contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

10. **Manner of Opening of Tender:** The Tender received before the time and date specified in the Tender Notice will be opened as per the specified program in the office as mentioned in the Tender Notice (If Possible). The tenders will be opened in the presence of Tenderers or their authorized representatives who choose to remain present.

11. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of Tenders and the award of a Contract shall not be disclosed to Tenderers or any other person not officially concerned with such process until the award to the successful Tenderer has been announced.
12. **Preliminary Scrutiny:** The AIIMS,RAIPUR will scrutinize the Tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. The AIIMS RAIPUR will also determine the substantial responsiveness of the Tender. For purpose of these clauses, a substantially responsive Tender is one that confirms to all the terms and conditions of the Tender Documents without material deviations. The AIIMS RAIPUR's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
A Tender determined as not substantially responsive will be rejected by the AIIMS RAIPUR and may not subsequently be made responsive by the Tenderer by correction of the non-conformity. The AIIMS, RAIPUR may waive any minor infirmity or irregularity in a Tender which does not constitute a material deviation. This shall be binding on all Tenderers and the AIIMS RAIPUR reserves the right of such waivers.
13. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of Tenders, the AIIMS RAIPUR may, at its discretion, ask some or all Tenderer for technical clarification of their Tender. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the AIIMS RAIPUR, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the AIIMS RAIPUR by means of courier/in person/ if required AIIMS RAIPUR officials may visit the location for which completion certificate enclosed by firm for fulfilling the requisite criteria to cross check.
14. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.
Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.
15. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.
16. **Breach of Contract/Agreement:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel Contract Agreement without assigning any reasons thereof and nothing will be payable by AIIMs, Raipur. In that event the security deposit shall also stand forfeited.
17. **Right to call upon information regarding status of work:** The AIIMS, Raipur will have the right to call upon information regarding status of work at any point of time.
18. **Terms of payment:**
 1. The payment will be made within a 30 days on monthly basis, subject to satisfactory performance during the month and upon furnishing the GST bill as per the number of cartridges refilled in that month after the verification of the user department.
 2. No claim for any price escalation during contract shall be entertained.

- 19. Contract Period:** The duration of the contract shall be *for a period of One (01) years which may be extended for another one year or curtailed at the discretion of the Competent Authority of AIIMS, Raipur.*

However, AIIMS Raipur reserves right to terminate this contract without assigning any reason thereof at any time after giving one month notice to the selected service providing Company/ Firm / Agency. However, the agency will have no option to withdraw from the contract on his own during the initial contract period of one year.

20. Review & Termination:

- a) AIIMS Raipur has the absolute right to terminate the contract at any time by giving one month notice in writing without assigning any reason whatsoever and Institute shall not be responsible for any loss, damage etc. suffered by the firm/agency/company as a result of such termination of contract.

21. Hygiene Standards for the Staff:

- a) The employees should be in proper uniform at the time of work.
b) They should be presentable in appearance i.e. well cut and groomed hair, properly combed, shaved etc.
c) The employees shall also display a photo identity card on their person clipped to the shirt at all times.

22. Contractors responsibilities

- a) Material cost & outgoing: The cost of all accommodation, material for FSMA Services, labour wages, setting up the said infrastructure, recruitment of staff, maintenance of equipment, and any other expenses including fuels, local or otherwise required by the Contractor for the purpose of this contract shall be borne by the Contractor.
b) The Operator shall employ skilled, semi-skilled and unskilled labour in sufficient numbers to carry out its Services at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Contractor's obligations under the Contract and to the satisfaction of the Competent Authority.
c) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
d) The contractor shall abide by any comply with all the relevant laws and statutory requirements covered under Labour Act. Minimum Wages and (Contract Labour (Regulation & Abolition Act. 1970) etc. with regard to the personnel engaged by him for Pest control works.

- 23. Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having Prior permission from of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

- 24. 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.

- 25.** L1 firm will be decided on the basis of total lowest price.

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

SCOPE OF WORK

1. Provide free of charges (subject to clause 7 under CUSTOMER) all reprographic supplies except Power, Paper, Staples and any other output copy material.
2. Refilling of cartridges within reasonable time of receipt of communication from the customer. Any parts replaced shall be of serviceable quality. All parts removed shall become the property of Service Agent whose Service Representative shall be entitled to remove and carry away such parts from the Customer's premises.
3. Provide the said services during office hours on working days.
4. Provide free of charge, training for operating the equipment to two persons nominated by the customer.
5. Not be liable in any manner whatsoever to indemnify the Customer for any loss or injury or damage of liquidated damages of any kind whatsoever, howsoever caused.
6. Be entitled any let or hindrance to depute its employee or authorised representative to enter the Customer's premises at all reasonable time to inspect and service the equipment.
7. Not to be liable in any manner whatsoever to the customer in the event of the Service Agent being prevented or delayed in performance of any of its obligation under the Contract due to condition constituting Force Majeure which shall include but not be limited to strikes, lock-outs, concerted action by workmen, breakdown of communication etc.
8. The Service Agent undertakes to continue to provide quality service under this contract to the customer even in the event that the association of the Service terminates for any reason whatsoever. However, such quality service would continue to be provided under these circumstances for the entire notice period of 90 days as specified in the ABA Service Agreement.
9. Any complaints or call to be attached within 4 hours
10. Any physical damage to the cartridges refilled, resulting in the non-functioning of the same will be replaced by the vendor.
11. In emergency situation, the cartridges may be refilled on campus and on locations without any additional cost.

ANNEXURE-I

RESOURCE REQUIREMENTS

THE SERVICE AGENT SHALL

1. The Service Provider shall be solely responsible for any accident / medical/health related liability / compensation for the Labour deployed by it at AIIMS, Raipur site. The '**Client**' shall have no liability in this regard.
2. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any notice period.
3. The contract can be terminated by giving one month notice on either side.
4. There would be no increase in rates payable to the '**Service Provider**' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
5. The '**Service Provider**' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
6. Decision of '**Client**' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the '**Service Provider**'.
7. The '**Service Provider**' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The '**Service Provider**' shall keep '**Client**' fully indemnified against liability of tax, interest. Penalty etc. of the '**Service Provider**' in respect thereof. This may arise.
8. In case of any dispute between the '**Service Provider**' and '**Client**', '**Client**' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur.
9. The Institute reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this agreement.
10. The agency shall be absolutely responsible for the payment of salary and all other statutory obligations for the workers employed on account of wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the AIIMS, Raipur has no connection in relation to such matters.
11. In case of any mishap sustained by employees of Contractor of whatsoever nature (minor/major) the responsibility of granting compensation, if any, on the count will be that of the Agency.
12. Any complaints or call to be attached within 4 hours

The CUSTOMER shall

1. Allow the Service Agent Representative or personnel only duly authorised by Service Agent within normal working hour's access to the equipment to take the meter reading. In the event the Customer fails to permit such meter reading, the Service Agent reserves the right to estimate the meter reading for invoicing purposes. Any under or over estimation will be corrected in the next invoice based on actual meter reading.
2. Pay to the Service Agent all charges under this contract within 15 days of receipt of invoice. The Service Agent reserves the right to stop services and supplies, should the payment be delayed.
3. Not resite the equipment as this Contract is only in respect of the present site equipment location unless otherwise mutually agreed prior to resiting. This Contract does not cover charges for resiting the equipment.
4. Ensure that installation area has electrical outlets and steady supply with exclusive dedicated power plug point and access ways etc. for installation, passage and electrical connection of the equipment at its premises are in accordance with the Service Agent installation site requirements as indicated to the Customer and further ensure that the equipment is so maintained during the currency of this Contract.
5. Pay for any repairs, adjustments or replacements caused by the Customer's use of unapproved supplies or spare parts or by its employee's negligence, will full acts or defaults. Further, the Customer shall ensure that the equipment is retained in its original configuration and form. In the event of any alteration of the equipment or any attachment made there to, the customer shall pay for any repair, replacements and adjustments required to restore the equipment to its original state.
6. Appoint and maintain at all times, two key operators who shall be instructed free of charge by the Service Agent on the use of and routine care of the Equipment. The Customer shall ensure that all key operators carry out their duties properly and operate the Equipment in accordance to the operating manual provided to them. The Service agent reserves the right to charge at its prevailing rates for any service calls necessitated by reason of the Customer's failure to comply with his obligations under this paragraph.
7. Be accountable to the Service Agent for all Reprographic Supplies left with the Customer who shall ensure that such supplies are used only for the Equipment covered under this Contract. The service Agent reserves the right to charge the Customer for any supplies which is unaccounted for to the Service Agent satisfaction, at prevailing prices.

OTHER TERMS & CONDITIONS OF CONTRACT

1. The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
2. Terms and conditions of the contract may be modified with the written consent of the tenderer by the All India Institute of Medical Sciences, Raipur (hereinafter referred to as 'Institute') as and when necessary without affecting the basic nature of this tender.
3. If the tenderer gives deliberately wrong information to create conditions for acceptance of the tender, Director, AIIMS, Raipur reserves the right to reject such tenders without assigning any reasons. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
4. The successful tenderer shall have to follow all the instruction; given to him/them from time to time by the competent authority or person nominated by him.
5. The successful tender shall maintain a register for the routine instructions.
6. The successful tenderer shall provide uniform and identity cards to his workers within one month from the date of commencement of work. The worker shall always possess the identity card while at work and produce the same on demand.
7. The successful tenderer shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
8. The contractor is responsible for any illegal activity of the employee done by him during his work / presence in the Institute/Hospital premises.
9. The successful tenderer shall comply with all instruction/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof.
10. The successful tenderer will be responsible for any accident or mishap or death of workers engaged by the successful tenderer and any claim made on this account will be paid by the successful tenderer, who will also indemnify the Institute from any claim in this regards.
11. The successful tenderer and his worker shall abide by the rules and regulations of the Institute as well as direction/instructions issued by the Director of Institute or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
12. In the event of infringement of any law by any of the workers engaged by the successful tenderer, tenderer shall be under obligation to change the worker immediately on the instruction of the Institute authorities.
14. The workers of the successful tenderer shall not be treated as employees of Institute in any case and successful tenderer will be solely responsible

for their affairs and will be under obligation to comply with the statutory obligation. These workers will have no claim whatsoever, to be treated as employees of the Institute.

15. The contractor shall have to ensure necessary payments on account of EPF, ESI and any other statutory liability as employer on behalf of persons deployed by him for this office to perform jobs, be made in time.
16. The successful tenderer will have to abide by the Minimum Wages Act-1948 (as per Central Govt.) and other statutory Labour laws, rules and regulation as applicable in the Govt. any liability arising on the Institute as principal employer shall be deducted from the bills of the successful tenderer and the full amount shall be recovered from the security money and subsequent monthly bills of the successful tenderer.
17. All necessary requirements under the Explosive Act, 1884, Explosive Substances Act, 1908 and Drugs (Control) Act, 1950 for the performance of the contract if required will have to be arranged by the successful tenderer. The Institute in no way will be responsible for any violation of these acts in case the tenderer has the required certificate, under the provision of said Acts he may enclose the copy of the same with the tender.
18. The tenderer are suggested to carefully go through the terms and conditions of the document before offering his/their rates. The tenderer is also advised to take a round of the entire Institute during working hours to know existing setup.
19. **Period of Contract:** The contract will be awarded for a period of 1 (one) year from the date of execution of agreement. However, initially the contract shall be for a period of one year and renewed further on yearly basis subject to satisfactory performance report and recommendation for the same from the Institute on the written request of the Contractor three months before the expiry of the contract. The successful tenderer will have to continue the work even after the completion of contract till the time new arrangement is made by the Institute. In case of extension of contract, the contract is bound to increase the validity and / or amount of the performance bank guarantee or submit a fresh one to the tune of the contract value. The institute will forfeit the security deposit in the event of abandonment of contract by the tenderer before the one year from the date of execution of agreement.
20. **Taxes and Duties:** The total value of cartridge refilling charges should be inclusive of all taxes except GST levied by the Central Government shall be paid on actual by the Institute subject to the production of documentary evidence/challan of deposit in the bank/statement of service tax account submitted to the service tax authorities against the receipts of payments received from the Institute by the successful tenderer.

Form-A

It should be uploaded on letter head.

EMD Declaration Form

Date:

To,

The Sr. Administrative Officer,
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

Place:

(Signature of Bidder with seal)

Form – B

Declaration by the Bidder:

1. 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.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organisation/institute etc.
4. The bidder should not be prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place: -

Date:-

(Signature of Bidder with seal)

Name :

Seal :

Address:

TECHNICAL BID

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

1. Scanned Copy of EMD declaration form must be uploaded.
2. Name & Address of the Tendered Organization/ Agency with phone number, email and name and telephone/mobile number of contact person (On Letter Head).
3. State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (On Letter Head).
4. Power of Attorney Authorization for signing the Bid documents in case of Partnership firm or a company or a Government Department or a Public Sector Organization & different person other than proprietor.
5. Experience of minimum **Rs.30 lakh** in the work of providing **Refilling of Various Model Cartridges**. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 Years along with a certificate from the organization where the job was carried out.
6. Details about your agency, clearly indicating details of managerial, supervisory and other staff also indicate the number of muster roll staff available for performing.
7. Is the agency registered with the Government; please give details with document/evidence.
8. Do you have Labour license RLC of Govt. of India? Please provide details and attach hard copy.
9. Are you registered under Employee's Provident Fund (EPF)? If yes, please mention Registration No. And attach proof there to.
10. Are you registered under Employee's State Insurance (ESI)? If yes, please mention Registration No. And attach proof there to.
11. Are you registered under GST? If yes, please mention GST Registration No. And attach proof there to.
12. PAN No.(Please attach copy)
13. License No. (Please attach attested copy of Licence issued by Regional Labour Commission, GOI).
14. Please attach copies of return of Income Tax for last three financial years (2017-2018 , 2018-2019 , 2019-2020).
15. Please attach Annual Accounts (Balance sheet & P/L Accountant) of the agency, duly certified by Chartered Accountant for last three Financial years. (2017-2018 , 2018-2019 , 2019-2020).
16. Average Annual Turnover of bidder in the last three year must not be less than **Rs 15 Lakh**.
17. Please submit on company/firm letter head that:-
 - (i) No case is pending the police against the Proprietor/partner or the Company (Agency).
Indicate any convictions if any against the Company/firm/partner.
 - (ii) Proprietor/firm has never blacklisted by any organization.

18. Duly filled Form-A & Form-B.
19. The bidder should have their registered office / branch in Raipur. If not, than undertaking (on letter head) for providing the same within 30 days from the award of work.
20. Undertaking from Tenderer to provide either class-1 or class-2 supplier in compliance of make in India order 2017 of DPIIT.
21. Undertaking from Tenderer on the letter head regarding Any complaints towards non-payment of wages, other liabilities & statutory obligations will be received by Administration, AIIMS Raipur, the due amount will be paid by AIIMS Raipur & same will be deducted on monthly bills/ Performance Security & also lead to strict administrative action against the contractor as per extent Rule of Govt. Of India

PRICE BID

Price Bid in the form of BOQ_XXXX.xls.

Details of Refilling of Various Model Cartridges available at AIIMS Raipur

S.N.	Cartridges Models	Approx Qty. (nos.)
1	79A	1000
2	78A	900
3	77A	120
4	337	360
5	Brother TN-2365	120
6	88A	120
7	12A	60
8	925	60
9	30A	60
10	Phaser 3020	120
	Total	2920

1. The above quantity and Make/model show in table is totally tentative. It can be increase/decrease as per requirement of AIIMS Raipur.
2. The rates quoted by the agencies shall remain constant during the contract period irrespective of market rates fluctuations.
3. Payment will be done on monthly basis as per bill submitted by firm with duly certified by user department.

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/ NATIONALIZED 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 (C.G.)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for providing of.....AND
WHERE AS the said tender document requires the service provider whose tender is accepted for the providing of Maintenance of Photocopier . in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Work Order.

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

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur(Buyer) as to whether the said firm has committed a breach of any of the conditions referred in tender document/ work 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 firm and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

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

b. This Bank Guarantee shall be valid up to..... (Date) and

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

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

Yours truly,

Signature and seal of the Guarantor

Name of the Bank.....

Complete Postal Address:

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage

encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.

- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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