



No.: AIIMS/R/CS/Micro/20/101/

Date:17/06/2020.

विषय/Sub:Inviting Short Tender Notice for procurement of Single Tube RT-PCR kit with RNA Extraction for COVID-19 Testing under Rate Contract for Microbiology Department, at AIIMS Raipur.

Short Tender Notice

CRITICAL DATE SHEET

Published Date	17.06.2020 at 18:30PM
Bid Document Download / Sale Start Date	18.06.2020 at 10:00AM
Clarification Start Date	18.06.2020 at 11:00AM
Clarification End Date	19.06.2020 at 18:00PM
Bid Submission Start Date	20.06.2020 at 10:00AM
Bid Document Download / Sale End Date	25.06.2020 at 15:00PM
Bid Submission End Date	25.06.2020 at 15:00PM
Bid Opening Date	26.06.2020 at 15:30PM

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

General Terms & Conditions

1. Online Short Tender in Two bids (Technical and Financial) are invited on behalf of Director, All India Institute of Medical Sciences, Raipur for Supply of "Single Tube RT-PCR kit with RNA Extraction for COVID-19 Testing under Rate Contract as per specification given on Annexure-1" at AIIMS Raipur. Manual bids shall not be accepted.

2. Tenderer / OEM must provide evidence of having supplied Single Tube RT-PCR kit with RNA Extraction for COVID-19 Testing for Microbiology Department in government hospital /reputed private hospital organizations in India of at least ₹ 50,00,000.00 of Tender value and the copy of the purchase order should be uploaded.

3. The firm should be registered and should have the average annual turnover at least ₹ 2,00,00,000.00 of the bidder in the last three financial years. Copies of authenticated balance sheet, Profit and Loss Account for the past three financial years should be uploaded.

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

5. Delivery: The successful bidder should strictly adhere to the specified delivery schedule and commissioning should be effected within 1 week from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Liquidation Damages may also be imposed as per clause no.6. Purchase order will be placed as per requirement of the consignee.

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

7. Validity of the bids: The bids shall be valid for a period of 90 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

8. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by one party to other within 21 days from the date of occurrence thereof, neither party 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.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur may, at its option to terminate the contract.

9.Payment Terms:

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

- (a) 100% payment of the Purchase Order value shall be paid on receipt and acceptance of goods in good condition at the consignee premises subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
 - i) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
 - ii) Two copies of packing list identifying contents of each package.
 - iii) Consignee receipt certificate in original issued by the authorised representative of the consignee.

10. GST

GST rates applicable on the quoted item may please be mentioned in the bid documents. It confirms if there is any (Upward/Reduction) in the Basic Price structure. And you are also required to pass the Input Credit as per the following Anti Profiteering Clause of GST. **“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”.**

11.Fall Clause :

- 1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
- 2. If at any time during the period of contract, **the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier / OEM shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side.**
If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- 3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

12. Arbitration:

1. If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

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

14.. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

15.Earnest Money: Earnest money of Rs.6,02,000.00 by means of a Bank Demand Draft/ FD is required to be submitted. Scanned copy of the same must be uploaded with the bid documents. 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 original EMD cost must reach at office of the Stores Officer Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur before opening of tender.

- i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fails 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) If MSME firm is registered Under National Small Industries Corporation (NSIC) for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of certificate for claiming exemption failing which the claim will not be entertained.
- v) The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- vi) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

16.Performance Security Deposit:

- a. The successful bidder shall have to submit a performance security deposit (PSD) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days band up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 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.
- b. Successful supplier/firm should submit performance security deposit as prescribed in favour of “AIIMS, Raipur” and to be received in the Store Office, 2nd Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the Letter of Award, whichever is earlier. The performance security deposit to be furnished in the form of FDR/DD/Bank Guarantee & also Performance Guarantee Bond as per given Proforma of the tender documents, for an amount covering 10% of the contract value.
- c. The Performance Security Deposit should be established in favour of “AIIMS Raipur” through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the performance security deposit shall be for a period of 60 days beyond of entire self life of the kit.

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

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

Stores Officer
AIIMS Raipur (C.G.)

Technical Bid Should contain the following documents:

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

- a) Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
- b) In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form C) should be uploaded.
- c) Copy of PAN Card should be uploaded.
- d) Firm/Company registration certificate should be uploaded.
- e) **The GST registration details may please be furnished.**
- f) Income Tax Return of last three years should be uploaded.
- g) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded
- h) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- i) "Declaration by the Bidder "(Form B) should be uploaded as mentioned in tender document should be uploaded.
- j) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- k) Vendor Details duly filled by bidder should be uploaded.
- l) Technical Specifications Compliance Report.
- m) Purchase order previously supply ifany for these items to any government/ reputed private organization.A certificate on letter head that the quoted the price is not higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past.

PRICE BID

- (a) Price bid in the form of BOQ_XXXX .xls

Annexure-1
Single Tube RT-PCR kit with RNA Extraction for COVID-19
Testing

S.NO.	Item Description	Tentative Quantity
1	Single Tube RT-PCR kit with RNA Extraction for COVID-19 Testing Make:SD Biosensor/ABI/Thermofisher	200 Kits

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
4. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Vendor Details

Name	
Aadhaar No. (if any)	
PAN	
GST.NO.	
Address	
City	
State	
Pincode	
Mobile No.	
Phone No.	
E-mail	
Bank Name	
Bank A/c No.	

Form-C

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

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

Dear Sir,

TENDER: _____.

we, _____, who are
established and reputable manufacturers of _____, having
factories at _____ and _____, hereby
authorize Messrs. (Authorised Dealer/Sole Distributor/Supplier) _____
(name and address of agents) to bid, negotiate and conclude the contract with you
against
Tender No. _____ for the above goods manufactured by
us. No company or firm or individual other than Messrs.
_____ are authorized to bid, negotiate and
conclude the contract in regard to this business against this specific
tender.

We hereby extend our full guarantee and warranty as per the conditions
of tender for the goods bided for supply against this tender by the above
firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of M/s. _____
(Name of manufacturers)/Principal