

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खण्डन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर द्वारा एक प्रस्ताव नहीं है, बल्कि बोलीदाताओं/फर्म/एजेंसी आदि से प्रस्ताव प्राप्त करने के लिए एक निमंत्रण है। इस निविदा प्रक्रिया से किसी भी प्रकार का संविदात्मक दायित्व उत्पन्न नहीं होगा, जब तक कि चयनित बोलीदाता/फर्म/एजेंसी के साथ एम्स, रायपुर के विधिवत अधिकृत अधिकारियों द्वारा औपचारिक अनुबंध पर हस्ताक्षर और निष्पादन नहीं किया जाता है।

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 authorized 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: store@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़) में "विभिन्न मॉडल के कार्ट्रिज रिफिलिंग के लिए दर अनुबंध के तहत निविदा आमंत्रण

Notice Inviting Tender for "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	22.11.2025 at 03:00 pm
Bid Document Download / Sale Start Date	22.11.2025 at 03:00 pm
Pre-Bid Meeting Date	24.11.2025 at 03:00 pm
Bid Submission Start Date	25.11.2025 at 10:00 AM
Bid Submission End Date	19.12.2025 at 03:00 pm
Bid Opening Date	20.12.2025 at 03:30 pm

Tatibandh, G.E. Road, Raipur -492099 (CG), Tele: 0771- 2577279, 07712971307

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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: store@aiimsraipur.edu.in

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, and as amended time to time.
- 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. Manual bid shall not be accepted in any circumstance.
- 9. 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.
- 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 worked with central/state Government / PSUs organizations in India in similar nature of items to **Refilling of Cartridges various models** 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 turnover at least ₹10,50,00.00 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 O/o Store 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.

25. **Award of Contract**

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

Other Terms & Conditions:

1. The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

2 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 and up to 60 days from the date of issue of LOA may be given by the competent authority however a panel 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 Central Store, Ground Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 5% of the contract value, with validity for a period of 60 days beyond all contractual obligation.
- 3 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.
- **Penalty:** Penalty will be imposed at the following rates.
- In minor complaints If the service provider fails to provide or perform the service within 24 hours from the time of logging requirement of refilling through phone/email. Then Rs 500/- per day 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 requirement of refilling through phone/email. Then Rs 1000/- per day per cartridge will be deducted as penalty from firm's bill.

- **4 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 noncompetitive 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.

5 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.

6 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.
- <u>Disputes & Arbitration:</u> 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 resolves 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.
- 8 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.
- <u>Process to be Confidential:</u> 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.
- <u>Preliminary Scrutiny:</u> 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.

- 11 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.
- **12 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 hall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries 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.

- **13** 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.
- **14 Breach of Contact/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.
- **15** 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.

16 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.

17 Contract Period: The duration of the contract shall be for a period of One (01) year which may be extended for another one year based upon satisfactory performance of the service provider 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.

18 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.
- **19 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.
- **20 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.
- 21 False declaration will be in breach of the code of integrity under rule 175 (I) (i) (b) of the general financial rules for which a bidder or its successor can be debarred for up to two years as per rule 151 (III) of the general financial rule along with such other action as may be permissible under law.
- **22** L1 firm will be decided on the basis of total lowest price.

Store Officer

For and behalf of **Director AIIMS**, Raipur.

SCOPE OF WORK

- 1. Provide the said services during office hours on working days.
- 2. 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.
- 3. Any call for refilling to be attended within 4 hours
- 4. Any physical damage to the cartridges refilled, resulting in the non-functioning of the same will be replaced by the vendor.
- 5. In emergency situation, the cartridges may be refilled on campus and on locations without any additional cost.

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 Labor 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. <u>Taxes and Duties</u>: 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:
То,	The Store Officer, All India Institute of Medical Sciences Raipur (C.G)	
Ref:	TENDER no	
Dea	r Sir,	
-	I/We accept that I/We may be disqualified/debarred from bidding for for a period of one year from the date of notification, if I am /We are in a breaer the bid conditions, because I/We	-
a)	have withdrawn/modified/amended from the tender, my/our Bid during to validity specified in the NIT; or	he period of bid
b)	having been notified of the acceptance of our Bid by the purchaser during validity	the period of bid
	 i. Fail or reuse to execute the contract, if required, or ii. Fail or refuse to furnish the Performance Security, in accordance with to Bidders. 	th the Instructions
	validity of this declaration will remain till the announcement of the nameder & if, I am/we are not the successful Bidder.	e of the successful
	Your	rs faithfully

Place:

(Signature of Bidder with seal)

<u>Form - B</u> 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 organization/institute etc.
- 4. The bidder should not be prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:	(Signature of Bidder with seal)
Date:	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 Last 03 financial year 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. Are you registered under GST? If yes, please mention GST Registration No. And attach roof there to.
- 9. PAN No.(Please attach copy)
- 10. License No. (Please attach attested copy of License issued by Regional Labour Commission, GOI).
- 11. Please attach copies of return of Income Tax for last three financial years.
- 12. Please attach Annual Accounts (Balance sheet &P/L Accountant) of the agency, duly certified by Chartered Accountant for last three financial years.
- 13. Average Annual Turnover of bidder in the last three year must not be less than Rs 10.50 Lakh.
- 14. 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.

- 15. Duly filled Form-A & Form-B.
- 16. 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.
- 17. Undertaking from Tenderer to provide either class-1 or class-2 supplier in compliance of make in India order 2017 of DPIIT.
- 18. 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	Qty. (yearly)
1	Cartridges of 79A	1000
2	Cartridges of 78A	800
3	Cartridges of 77A	150
4	Cartridges of 337	360
5	Cartridges of TN-2365	120
6	Cartridges of 88A	120
7	Cartridges of 12A	80
8	Cartridges of 925	80
9	Cartridges of 30A	30
10	Cartridges of 071A	100
11	Cartridges of 137	150
	Total	2990

- 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
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
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 n tender document/ work order shall be final and binding.
We,(name of the Bank& branch) here by further agree that the Guarantee nerein contained shall not be affected by any change in the constitution of the firm and/or All India nstitute of Medical Sciences (AIIMS) Raipur(Buyer).
a. Our liability under this Bank Guarantee shall not exceed`(Indian Rupeesonly).
o. 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
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at branch office at situated at
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

- 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

- 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.
- 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 $100\,\mathrm{dpi}$ 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.
- 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 colored (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.

INTEGRITY PACT

Between ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR CG hereinafter referred to as "The

Principal,"	
and	hereinafter referred to as
"The Bidder/ Contractor."	
Prea	amble
The Principal intends to award contract/s for	
under laid down organisational procedures, The	Principal values full compliance with all relevant
laws of the land, rules, regulations, economical u	ise of resources, and fairness / transparency in its
relations with its Bidder(s) and / or	
Contractor(s).	

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 - Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

- c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity

Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all

Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/

Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the

reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)	(For and on behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Place Date	
Witness 1:	Witness 1:
(Name & Address)	(Name & Address)