



ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.nic.in

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर
**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
BHUBANESWAR.**

सिजुआ, डाक: डुमुडुमा, भुवनेश्वर, ओडिशा- ७५१०१९

SIJUA, POST- DUMUDUMA, BHUBANESWAR, ODISHA- 751019

Website: www.aiimsbhubaneswar.nic.in

e-Tender No. - STORE-28/1/2024-STPUR SEC/43

ई- निविदा - STORE-28/1/2024-STPUR SEC/43

E-TENDER DOCUMENT

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

Notice Inviting e-Tender

e-Tender No.: STORE-28/1/2024-STPUR SEC/43

Dated: 18-12-2025

The Executive Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents/ Distributors/ Dealers on-line through E-procurement solution portal of AIIMS Bhubaneswar (<https://eprocure.gov.in/eprocure/app>) as per terms and conditions contained in this document for satisfactory performance for **Supply, Installation, Commissioning and Maintaining fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar** for One Years as per the Specifications mentioned in the Technical Bid.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional.** Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787

Email for Support Technical: support-eproc(at)nic(dot)in

Email for Policy Related - cPPP-doe(at)nic(dot)in

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**Sr. Procurement-cum Store Officer(I/c)
AIIMS, Bhubaneswar**

E-TENDERING SCHEDULE

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app , in the Tender box kept in the Mini Board Room, Directors Office, 1 st Floor, Admin Building, AIIMS Bhubaneswar-751019 (Odisha)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://eprocure.gov.in/eprocure/app , In case the Scheduled date is declared Holiday the tender
Tender Document Cost payable to AIIMS Bhubaneswar	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://eprocure.gov.in/eprocure/app ,

Cost of Bid Document	: Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD) (in shape of FDR/BG)	: Rs. 3,00,000/- (Rupees Three Lakh only) EMD should be valid for 45 Days beyond the Bid validity
Validity of Bid	: 180 days from the last date of bid submission.
Performance Security	: 5% of the value of Contract.
Validity of Performance security	: 14 months.

Important Dates

Issue/Publishing Date	: Dt.18-12-2025
Document download start date/Representation Start Date	: Dt.18-12-2025
Date & time of Pre-bid Conference	: Dt.29-12-2025 at 03:00 PM
Last date to receive representation	: Dt.31-12-2025 at 05:00 PM
Start date and time of submission.	: Dt.10-01-2026 at 03:00 PM
Closing date & Time of Submission	: Dt.31-01-2026 at 05.00 PM
Date & time of online Technical Bid opening.	: Dt.05-02-2026 at 11.00 AM
Date & time of opening of Price Bid	: Opening Notice will be uploaded in CPPP & AIIMS BBSR website.

INSTRUCTIONS TO BIDDERS (ITB)

1.1 The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

1.2 The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Bid Validity: The validity of the Bid/ Tender Document shall be **180 DAYS** from the date of opening of the bid.

1.4 Bidder's Eligibility: Tender should be quoted only by the original manufacturer (OEM) or by their Authorized Distributor or Selling Agent. Bidder other than OEM shall submit a current authority letter from the original manufacturer concerned in the format given at "**Annexure-III**".

1.4.1 The bidder must be a natural person, private entity or public entity (State-owned enterprise or institution).

1.4.2 The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies- hereinafter referred to as JV/C).

1.4.3 The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

1.4.4 The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

1.4.5 The bidder must not be of the near relations of executive of Procuring Entity involved in this Tender Process.

1.4.6 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive.

1.4.7 Any bidder (as defined in paragraph 6 of the Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

1.4.8 In case where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.

1.4.9 Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with

the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents. In case where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.

1.4.10 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs. 1,00,00,000/- (Rupees One Crore only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

1.4.11 Bidder Turn Over Criteria: The minimum average annual financial turnover of the Bidder of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs. 50,00,000/- (Rupees Fifty Lakh only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the Bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

1.4.12 Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for **3 years** as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

1.4.13 If the bidder is a **Micro or Small Enterprise** as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

1.4.14 If the bidder is a **Start-up**, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

1.5 Bidders are required to quote strictly as per specification of the equipment/ instruments/ apparatus. Deviation, if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.

1.6 Earnest Money Deposit (Bid Security):

S. No.	Description	Quantity	EMD (in Rs.)
1.	Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.	As Per Annexure-VI	Rs. 3,00,000/- (Rupees Three Lakh Only)

Exemption from EMD: Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- 1.6.1 Firms registered with NSIC (for sale of Medical Equipment/Instrument/ Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective departments/ firms have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.
- 1.6.2 **Micro and Small Enterprises (MSEs)** who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 1.6.3 **Start-ups** as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

1.7 Clarification of bidding documents:

The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. spo@aiimsbhubaneswar.edu.in , aso_tapan@aiimsbhubaneswar.edu.in, sp_helpdesk@aiimsbhubaneswar.edu.in .The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received on or before the last date of submission.

1.8 Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal (CPPP) and AIIMS, Bhubaneswar website.

(ii) At any time till **02 (Two) days** before the deadline for submission of bids, the AIIMS, Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify through amendment. All amendments will be uploaded on the website regularly. AIIMS, Bhubaneswar shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, Bhubaneswar till 02 (Two) days before the deadline for submission of bids, shall be binding on the participatory bidders.

1.9 Terms of Two Bid System: The Tender shall be submitted in 02 (Two) Parts On-line:

1.9.1 Technical Bid: All required documents to be submitted online.

1.9.2 Financial Bid: Financial Bid is to be submitted on-line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

1.9.2.1 The Rates are to be quoted in the given format as per **Annexure-VI**.

1.9.2.2 All quoted rates should be inclusive of packaging & forwarding charges, insurance charges & freight (transportation) charges, other incidental charges and GST (percentage of GST must be mentioned clearly).

1.9.2.3 Equipment shall be supplied & installed **FREE OF COST** at AIIMS, Bhubaneswar with 01 (One) Year Comprehensive On-Site Warranty inclusive of all spares & labour charges and no extra cost to the Institute with this regard. If the Contract is extended, then additional On-site Warranty as deemed fit need to be arranged by the supplier.

1.9.2.4 The rates should be quoted in Indian Rupees in figures as well as in words.

1.9.2.5 If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

1.9.2.6 After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Cumulative Unit Price of all consumables including GST as per financial bid (part-I), subject to MII preference clause. Taxes has to be mentioned clearly in percentage.

1.9.2.7 Consumable/reagent/chemical Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

1.9.2.8 For evaluation of price bid to decide L-1, the rates of consumables as per financial bid (part-I) will be the deciding factor. All the Consumables & Test reagents will be taken from one vendor only.

1.9.2.9 The Annual Test Load is approximate. The mentioned number of tests in the financial bid is only for comparative purpose for price bid evaluation. The department reserves the right to carry out and pay for decreased/ increased number of tests.

1.9.3. Manual Submission of Following Documents in ORIGINAL:

The following documents are to be sent to Sr. Procurement-Cum-Store Officer, AIIMS, Bhubaneswar- 751 019, separately in a sealed envelope superscripted as: e-Tender for **Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a**

period of One year from Letter of Award extendable for another year. The sealed envelope should reach on or before the last date & time of submission of e-tender online.

- a. Earnest Money Deposit (Bid Security) amounting to Rs. 3,00,000/-**
- b. Undertaking for acceptance of all Terms & Conditions as per Annexure-I.**
- c. Notarized affidavit on Indian Non-judicial stamp paper of Rs. 10/- as per Annexure-II**

1.10 Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

1.11 Public Procurement (Preference to Make in India/MSEs/Start-ups):

1.11.1 Preference to Make in India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid.

Eligible micro and small enterprises will be allowed to participate.

Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- a) 'Class-I Local Supplier' with local content equal to or more than 50%.
- b) 'Class-II Local Supplier' with local content more than 25%, but less than 50%.
- c) 'Non - Local Supplier' with local content less than or equal to 25%.

Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof

1.11.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued 3 / 7 by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of

Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

1.11.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order 2012 and Preference to Make in India in Public procurement will be as per the guidelines laid down by the OM No.F.1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure amended from time to time.

1.12 Procurement outside GeM:

As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM Seller Id. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.

An undertaking also to be given in company letter head that **“Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM”**.

1.13 Bid Opening:

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at the same time.

1.14 Evaluation of Bid:

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder quoting Lowest Cumulative Price of all chemicals / reagents / consumables including GST as per financial bid (part-I), subject to MII preference clause. Taxes has to be mentioned clearly in percentage.

The contract shall be valid for a period of 1 (One) years from the date of award of contract. The contract may be extendable, subject to maximum period of 01 (One) years, on the same terms and conditions or with some addition/ deletion/ modification as mutually agreed upon by the supplier and All India Institute of Medical Sciences (AIIMS), Bhubaneswar.

**Sr. Procurement-Cum-Store Officer(I/c)
AIIMS, Bhubaneswar**

2. GENERAL TERMS AND CONDITIONS:

2.1 The Validity of the Bid / Tender Document shall be for **180 Days** from the Date of Opening of the Bid.

2.2 Tenders should be quoted only by the Original Manufacturer (OEM) or their authorized distributor or selling agent, who shall submit a current authority letter in support of the same from the Original Manufacturer (OEM) concerned in the format given at “**Annexure-III**”.

Bidders are required to quote strictly as per specifications of the Equipment/ Instruments/ Apparatus/Consumables. Deviation, if any to specification, must be brought out clearly giving deviation statement as per “**Annexure-IV**” **on or before the last date of Representation**.

Additional features if any, should be listed separately in the offer.

2.3 The model of the equipment offered should be brand new and should not be refurbished or obsolete, out of production for at least 10 years from the date of installation and commissioning of the Equipment.

The reagents and consumables to be supplied for running the equipment should have a life span of at least 01 year or 75% before the date of expiry whichever is more from the date of supply. Following text shall be printed or stamped in indeleible ink on label/ pack/ cartons. “**Not for Sale, For Use by AIIMS, Bhubaneswar Only.**”

2.4 Scope of Work:

2.4.1 The Equipment/ Accessories/ Consumable supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said Equipment/ Accessories/ Apparatus/ Articles or such portion thereof as may be discovered not to conform to the said description and quality.

2.4.2 The supplier shall supply, install, commission and maintain the Fully Automated line Immunoassay processor system free of cost and supply the required Reagents/ Consumables/ Control / Calibrator/panel to be provided as and when required on the rate as fixed for satisfactory testing of all the testing parameters for a period of One years.

2.4.3 Supplier shall provide one dedicated person contact for hands on training and to address maintenance or any other issue arises during operation of equipment.

2.4.4 The supplier shall have to undertake the shifting of the instrument from the location of installation to another location within the premises of department as and when required by the hospital authority.

2.4.5 The supplier should provide calibration report of the equipment as per OEM guidelines twice in a year. In case of doubt/conflict in the accuracy of the results, calibration report shall have to be submitted through third party NABL accredited competent agencies on request of the HOD of the department.

2.4.6 The functionality and efficacy of the equipment throughout the contract period is the sole responsibility of the successful bidder. The institute will not pay anything towards repair & maintenance of the equipment during the contract period.

2.4.7 Any up-gradation of device of the equipment or software update required for the optimum performance of the equipment shall be done by the supplier without any additional cost.

2.4.8 The firm will lift the equipment (as the condition may be) from the hospital site at its own cost within 15 days after expiry/termination of the contract without claiming any cost.

2.4.9 Contract may be terminated at any time without any prior notice if service of tenderer not found satisfactory.

2.4.10 Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider.

2.4.11 The Supplier shall not be entitled to levy any charge to the patients.

2.5 The Bidder should state categorically whether they have fully trained technical staff for installation/ commissioning of the Equipment and efficient after sales services.

2.6 Delete.

2.7 Twenty-four Months On-Site Warranty including Spare Parts & Labor etc.:

2.7.1 The Bidder will submit a written Warranty/ Guarantee from the manufacturer for 24 (Twenty-four) months On-Site Warranty including Spare Parts & Labor etc. for trouble free functioning and maintenance of the facility from the date of installation & commissioning absolutely at no extra cost to the institute. It should ensure that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 2 years after the warranty / guarantee period of Five Years.

2.7.2 The supplier will guarantee One visit of Technical Support Staff every three months (4 visits in a year) for periodic/ preventive maintenance and any time for attending repairs/ breakdown calls.

2.7.3 The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 01 years from the date of Installation & Commissioning of the equipment and undertake to provide the same to the institute at no extra cost.

2.7.4 The supplier further warrants that the items/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the AIIMS, Bhubaneswar specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.

2.7.5 Under no circumstances the Institute will be allowed to suffer/ fail to provide required services by way of undue delay in repair/ rectification of defects in equipment by the vendor. Replacement and repair will be undertaken for the defective Equipment at no extra cost. Proper marking has to be made for all spares for identification. If at any time the equipment is beyond repair at its installation location and needs to be taken to vendor's Authorized Service Centre for repair, a backup/ stand by equipment must be provided subject to other administrative formalities.

Replacement will be undertaken for the defective Reagents/ Chemicals/ Consumables at no extra cost. Proper marking has to be made for all items for identification.

2.7.6 Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

2.8 Uptime Guarantee & Downtime Penalty Clause:

2.8.1 The firm will be required to guarantee that the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime on yearly basis throughout the warranty period as well as during the service contract period).

2.8.2 If the equipment is out of order for more than 05 hours during any day it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 02 days while calculating the 95% guaranteed uptime.

2.8.3 Upon receipt of notice from the buyer, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Accessories or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/accessories/stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

2.8.4 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

2.8.5 The firm will be required to pay a penalty of Rs. 500/- (Rupees Five Hundred only) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the supplier OR the warranty period will be extended double the down time by the vendor for every day of delay occurred.

2.9 The Supplier along with its Indian Agent shall ensure continued supply of the reagents, chemicals, consumables, spare parts for the machine(s) and Equipment to the purchaser during the Contract Period.

2.10 Fall Clause: If at any time during the execution of the contract, the Manufacture/ Distributor/ Dealer reduces the sale price or sells or offers to sell such stores/items, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS, Bhubaneswar/ other INI/ PSUs at a price lower than the price chargeable under the contract during the Currency of the contract, they will forthwith notify AIIMS, Bhubaneswar. The difference in cost due to such reduction or sale or offer of sale would be refunded by the bidder to AIIMS Bhubaneswar, if the contract has already been concluded or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

2.11 DELIVERY OF THE ACCESSORIES/APPARATUS:

2.11.1 The Delivery of Equipment/ Instruments/ Accessories/ Apparatus/ Consumables/ Chemicals/ Reagents should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.

2.11.2 The firm will be bound to:

Supply the reagents & consumables within 30 (Thirty) days from the date of Purchase Order/ Supply Order.

Thereafter suitable action as deemed fit, will be initiated. The institute will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess

shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/ merit of the case.

2.11.3 If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

2.11.4 Part/Partial supply will not be accepted. For any part/ partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.

2.11.5 The firm shall supply the equipment/ consumables/ reagents/ chemicals with proper packing and marking for transit so as to be received at destination free from any loss or damage.

2.11.6 The equipment/ consumables/ reagents/ chemicals should be adequately covered under transit insurance at the risk and cost of the bidder.

2.12 Option clause: The purchaser reserves the right to place orders for additional quantity up to 25-30% of the originally contracted quantity at any time at the same rate and terms of the contract during the currency of the contract.

2.13 The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/ bidder and they should submit latest performance certificate from any other Govt. Hospitals/ Institutions/ PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

2.14 INSPECTION OF SUPPLIES:

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS, Bhubaneswar and or his authorized representatives in AIIMS, Bhubaneswar premises at designated place.

2.15 PAYMENTS:

- 100% Payment shall be released after successful & satisfactory delivery of the ordered goods against a satisfactory inspection report by the User Department, execution of contract agreement and after submission of Performance Security Deposit by the Supplier/ Vendor.
- For processing the payment, the supplier has to submit three copies of Invoice along with receipted challan copy and other relevant papers like Lorry Receipts etc.
- All payments shall be made in Indian Rupees only.

2.16 PERFORMANCE SECURITY DEPOSIT:

2.16.1 The successful Bidder will be liable to deposit 5% of value of the Contract i.e. value of tentative One year Plus 2 Months requirement of consumables, as Performance Security Deposit in favor of "AIIMS, Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee" or FDR (duly endorsed in favor of AIIMS Bhubaneswar) from a Nationalized /Commercial Bank. These BG will be subject to verification from issuing bank before its acceptance by the authorities.

2.16.2 The Performance Security should be valid for 14 months from date of supply, which is refundable after 2months of expiry of the contract of 01 (One) years subject to successful fulfilment of terms and

conditions and on receipt of requisite “No Dues Certificate” from the concerned Departments /authorities. While making such instruments as PSD, bidders may take care of the period of coverage in the instrument as stated above.

2.16.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.17 DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

2.18 LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2.19 POWER TO IGNORE MINOR DEVIATIONS:

AIIMS, Bhubaneswar reserves right to ignore any trivial nature of deviation(s) in tender documents as decided by the competent authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

2.20 OTHERS: -

2.20.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted Lowest Cumulative Unit Price of all consumables including GST as per Financial Bid (Part-I).

2.20.2 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25-30 percent for ordering if so warranted.

2.20.3 The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency(ies) without prior written consent of the Director, AIIMS, Bhubaneswar. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS, Bhubaneswar.

2.20.4 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/ supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/ supply order for supplying, installation & commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.

2.20.5 If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

2.21 Debarment from bidding:

(i) A bidder shall be debarred if he has been convicted of an offence-

(a) under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

(v) As per OM no. F-1/20/2018-PPD issued by Ministry of Finance, Dept. of Expenditure dated 02 Nov 2021 & OM no. F1/20/2018-PPD, dated 02 Aug, 2022 regarding guidelines on debarment of firms from bidding also applicable.

2.22 Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(i) Disclosure of conflict of interest.

(ii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

2.23 The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

2.24 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS, Bhubaneswar authorities.

2.25 The supply contract will be valid from the date of LoA/PO. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days' notices at any point of time

2.26 The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Seal & Signature of Bidder

3. Technical Bid (Specification):

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for ANA Profile and AIH Profile Kit on rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

3.1 Schedule of Requirements:

The institute requires **01 (One) Set of Fully Automated Line Immunoassay Processor** to be supplied Free of Cost and Kit/Chemical/reagents/panel etc. to be supplied as and when required on the rate fixed on Reagent rental basis. The equipment is/ are to be delivered within 30 days from placing of Purchase Order at the Central Store of AIIMS, Bhubaneswar at the quoted/ negotiated price without any additional cost to the Institute as per Specifications given below.

3.2 SPECIFICATIONS:

Specifications for fully automated line immunoassay processor system on Reagent Rental Basis

I. Analyser Specifications

1. The system should be fully automated line immunoassay processor system
2. The system should be capable of automatic processing from sample identification, dilution, incubation, washing, and result interpretation.
3. The system should be able to offer autoimmune profile (ANA profile with extended parameters with minimum 14 parameters including DFS 70), AIH profile, Myositis panel, vasculitis (PR3, MPO, GBM etc.), Myopathies, profile and other panels like allergy panel, neuronal panel, celiac disease panel etc.
4. The system should have a minimum of 40 sample position

5. The system should have a minimum 3 control capacity
6. The system should have an inbuilt camera with a minimum resolution 5 Mega Pixels and 480 dpi for image capture of LIA strips
7. The system should have an inbuilt result interpretation software
8. The system should be able to process at least two tests together in one run
9. The system should have an inbuilt alarm facility for an error or process completion
10. The system should have an inbuilt barcode scanner
11. The software of the system should come with an option to weekly or monthly maintenance
12. The system should be supplied with a compatible computer system based on windows operating system for ease of functioning
13. The system should be ISO/ European CE-approved
14. Should have a bi-directional interface and LIS & HIS compatibility
15. Should be able to work with laser printer which should be supplied with the instrument.
16. The system should be supplied with a compatible UPS with at least 30 minutes back-up
17. The maintenance (CMC) of the analyser shall be the sole responsibility of the company during the contract period. No additional cost shall be incurred for the same by AIIMS Bhubaneswar
18. The bidder has to produce a certificate assuring that they have an application specialist based in Bhubaneswar & who will be attending to any test-related problem within a reasonable time to ensure zero downtime.

II. Specifications for Reagents:

- 1) Pack Size: Total Reagent packets should be minimum in number, not more than 5
- 2) Reagent: Should be ready to use
- 3) Available shelf life: Minimum shelf life of one year from the date of delivery.
- 4) In the price bid, the bidder should quote for all the reagents and panels, pack wise, with quantity in each pack and the number of tests that can be done from one pack.

III. Method of Tender evaluation and Price Comparison:

1. Bidder should be the same for the equipment and reagent.
2. In the price bid, the bidder should quote for all the reagents and panels, as mentioned above plus the prices of any additional panels available on the instrument
3. The Price evaluation will be done on the basis of:
 - i. Annual reagents consumption cost.

IV. Trustworthiness of the Firm

1. The Company should have more than ten years standing in the market.
2. User List: The firm should have five installations of the same model preferably in government/autonomous institutions / NABL accredited laboratory (provide the complete address and phone number of the contact person). Performance certificate from the Lab in charge or HOD is to be provided.

3.3 Technical Bid (Submission Format):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

S. No.	Details / Particulars	Uploaded (Yes/No)	Page No.
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship/ Partnership firm/ Company 3. Name of Proprietor/ Partner/ Managing Director/ Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organization by its competent person(s)/ Board of members)		
C	Whether you have fully trained technical staff for installation/ commissioning of the Equipment and efficient after sales services? If yes, Name, Address, Phone No., e-mail ID of Service Centre at Bhubaneswar or nearby, if any		
D	PAN No. (enclose the self-attested copy of PAN Card)		
E	GST No. (enclose GST Registration Certificate of the firm)		
F	Income Tax Return for the last Three years (relating to F.Y. 2021-22, 2022-23 & 2023-24 or latest. (Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)		
G	Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three years as on 31 st March (Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)		
H	EMD amounting to Rs. 3,00,000/- (Rupees Three Lakh Only) FDR/ BG No. _____ Dated ___ - ___ - _____		
I	Firms registered with NSIC for Sale of Medical Equipment/ Instrument/Consumable and are claiming exemption for submission of EMD (subject to the financial limits indicated in the NSIC certificate) must enclose copy of NSIC Certificate in full.		
J	Whether the firm is a Registered firm under MSME or SSI. MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not. (attach copy of such certificate(s) in full).		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
L	Notarised affidavit as per Annexure -II on Indian Non Judicial Stamp Paper of Rs.10/-. (If you don't submit this, your tender will be out rightly rejected.)		
M	Manufacturers' Authorisation form as per Annexure - III (Undertaking by manufacturer of equipment for servicing the equipment & supply of consumables, spare parts & labour whenever required for a period of 05 years i.e. comprehensive on-site warranty)		

N	Whether the items quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed as per Annexure-IV .		
O	Have you previously supplied these items to any government / reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per Annexure – V . (PO copies of similar item supplied must be enclosed.)		
P	All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self-declaration on Class of Supplier and Local contents. <u>ANNEXURE-X</u>		
Q	Financial Bid as per Annexure – VI & VII (Note: to be submitted on line only)		
R	Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM) N.B. <i>The bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM Seller Id. will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt suitably.</i>		
S	Country of Origin: Copy of Certificate of Registration with Competent Authority in case of a bidder is from country sharing land border with India		
T	Literatures/ catalogue pertaining to technical details, makes/brands of the equipment with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
U	Necessary Certificates from appropriate authority as mentioned in Technical Specification		
V	Manual Submission of Documents		
W	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address :		
X	Any other information, if necessary		

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

e-Tender No.: STORE-28/1/2024-STPUR SEC /43

Dated: __-__-2024

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no., e-mail id. etc.)

Reference No.:

To

The Executive Director,

AIIMS, Bhubaneswar

Sir/ Madam,

Having examined the above mentioned Tender Document, I/we, the undersigned hereby submit/upload our Techno-Commercial and Financial Bid for the supply of equipment/ Services in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We hereby certify that We/ Our Principals/ OEM M/s are proven, established, and reputed manufacturers with factories at which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used.

We further declare that we have fully trained technical staff for installation, commissioning of the Equipment and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, Address: _____, Phone No.: _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security amounting to Rs. (.....) in shape of FDR/BG No. _____ dated ____-____-2024 and other documents as required under this bid.

Signature of the bidder with Seal

Annexure-I

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

e-Tender No.: STORE-28/1/2024-STPUR SEC /43

Dated: __-__-2024

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT
To
The Executive Director,
AIIMS, Bhubaneswar

Sir/ Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ us are valid and binding on me/ us for acceptance till the validity of tender.
2. I/ We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA- 751 019 to supply the approved awarded Equipment/ Instruments/ Apparatus/ Consumable in the approved prices to AIIMS, Bhubaneswar.
3. The Equipment/Instruments/Consumable shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment /Instruments / Apparatus/ Consumables, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to supply the Equipment/ Consumables during the validity of tender as per directions given in supply order within stipulated period positively.
6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
7. If I/We fail to supply the Equipment/ Consumables in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
8. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. Performance security of 5% of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalized/ Commercial Bank and shall remain in the custody of the Director, AIIMS, Bhubaneswar till the validity of the period One Year plus two months (i.e. valid for 14 months from date of Supply).
10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to

supply the Equipment/ Consumables at the prices and rates not exceeding those mentioned in the Financial Bid.

12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each consumable by Principal Manufacturer in Original to AIIMS Bhubaneswar.

14. I/We have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.

15. I/We undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs.500/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 14 (Fourteen) months.

16. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated 23 Jan 20 and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller ID with their bid. We have submitted GeM Seller ID with the bid/ we hereby to submit an undertake that GeM Seller ID will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).

I/we undertake that **“the equipment in tender will be boarded on GeM as and when the item or service gets listed on GeM” as a registered supplier in GeM.**

17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
with Seal of Firm
(Name of Bidder)

Place

Date

Annexure-II

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

e-Tender No.: STORE-28/1/2024-STPUR SEC /43

Dated: __ - __ -2024

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs. 10/- Non-Judicial Stamp Paper duly attested by Public Notary)

I.....S/o.....
Resident of

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of
M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organization within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6. We certify that we have no conflict of interest in accordance with ITB clause 1.4.6 and the prices quoted against the tender are competitive and without adopting any unfair/ unethical means including cartelization.
7. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.

Signature

(Name)

Seal of the Participating Bidder Company

Affirmation/ Verification
By Notary Public

Annexure-III

Manufacturer's Authorization Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date: **Insert date (as day, month and year)** of Bid Submission

Tender No.: **(Insert number from Invitation for Bids)**

To

The Executive Director
AIIMS, Bhubaneswar
Sijua, Odisha, India

WHEREAS

We (**Insert Complete name of Manufacturer**), who are official manufacturer in (**Insert type of goods manufactured**), having factories at (**insert full address of Manufacturer's Factories**), do hereby authorize (**Insert Complete Name of Bidder**) to submit a bid the purpose of which is to provide the following equipment, manufactured by us (**insert name and or brief description of the equipment**), and to subsequently negotiate and sign the contract.

We accept the Warranty / Guarantee condition mentioned in the tender documents of AIIMS Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of spare parts & consumables for the period of 10 years for supplied equipment to AIIMS Bhubaneswar.

Signed: (**insert signature of authorized representative of the manufacturer**)

Name: (**insert complete name of authorized representative of the manufacturer**)

Duly authorized to sign this authorization of behalf of: (**insert complete name of manufacturer**)

Date on _____ day of _____
(**insert date of signing**)

Annexure-IV

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

e-Tender No.: STORE-28/1/2024-STPUR SEC /43

Dated: __-__-2024

Deviation/suggestion Statement Form need to be submitted as representation on or before Last date of submitting representation to the designated e-mail addresses.

Deviation/Suggestion Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification/Tender Clause	Deviations/suggested change in Tender Clause	Remarks (including Justification)

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

Note:

Decision on such representation will be taken by AIIMS Bhubaneswar and final corrigendum/addendum if required will be issued prior to the Closing date of Tender. No deviation on the specification after the issue of final Corrigendum/Addendum will be accepted during Technical evaluation or will be considered during the course of Contract.

Performance Statement Form

Name of the Firm: _____

S. No.	Order placed by (Full address of Purchaser)	Order No. & Date	Value of Order (Equipment)	Have the items been installed & commissioned satisfactorily (Yes/ No)

Signature and seal of the manufacturer/ Bidder

Place:
Date:

Note: Documents to be attached in support of the above (i.e. recent PO copies for supply of similar equipment to other AIIMS/ INI/ PSU).

Financial Bid (PART-I)**Name of the e-Tender:**

Name of the e-Tender: Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system on Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year.

e-Tender No.: STORE-28/1/2024-STPUR SEC /43

Dated: __-__-2025

Sl. No.	Name of the Lab Test	Pack Size	Price per Pack including Control and/or Calibrator if any (excluding GST)	GST %	GST Amount	Price per pack including GST	No. of Test per Pack	Price per test including GST (H÷I)	Tentative Annual Test Load	Tentative Annual Test Load Cost (J*K)
A	B	D	E	F	G	H	I	J	K	L
1	ANA Profile Kit								4800	
2	AIH Profile Kit								160	
3	Myositis								80	
4	Neuronal Profile								80	
5	Ganglioside Profile								80	
6	Systemic Sclerosis profile								80	
Total amount for Tentative Annual Test Load incl. GST in Rs.										
Make: (Manufacturer)										
Model (if any):										
Country of Origin:										
Certification (if any):										
The rates quoted above are valid for 01 Years + 2 Months										

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar. No other charges would be payable by the Institute.
3. That I/We shall supply the equipment/ instruments of requisite quality.
4. That the equipment will be delivered within 30 days from date of Letter of Order/ Purchase Order and as per conditions of GTC.
5. That I/We undertake that the information given in this tender are true and correct in all respect.

Date:

Place:

Signature of the bidder with seal.

Format for Self-Certification under Preference to“MAKE IN INDIA” Policy

CERTIFICATE TO BE GIVEN BY MANUFACTURER

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No.: P-45021/2/2017-PP(BE-II) dt. 16.09.2020 as amended from time to time along with clarifications/amendments and other references as issued from time to time, we hereby certify that we M/s. (supplier name) are supplier meeting the requirement of Minimum Local content as per below declaration.

As defined in above orders/circulars/clarifications/amendments for the material against GeM **e-Tender No: STORE-28/1/2024-STPUR SEC/43** Dated.....

Details of Location (Complete Address) at which local value addition will be made is as follows:

We also understand that the Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent and is not included services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC, etc.) and any other subsequent circular/amendment/order as issued by competent authority.

Accordingly, we declare to be (Tick One)

- (i) Class-I Supplier (50% or more local content)
- (ii) Class-II Supplier (more than 25% to less than 50% local content)
- (iii) Non Local Supplier (less than or equal to 25% local content)

County of origin of offered Product(s): _____

The country of origin for the subject product(s) does not belong to the entities of countries (if any) which have been identified by the Ministry of Health and Family Welfare(MoHFW) as not allowing Indian companies to participate in their Govt. Procurement for any item related to the MoHFW.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

FORMAT of Contract Agreement for

(Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system and ANA Profile, AIH Profile Kit and others on Chemical & Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year)

This agreement is made at Bhubaneswar on the ___ day ___ month of Two Thousand Twenty-Four between **All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

BETWEEN

M/s. _____, having its registered office at _____ (hereinafter called the '**Rate Contract Holder/ Vendor/OEM/ Authorized Dealers**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the '**Client**' is desirous to engage the '**Vendor/ Supplier/ Firm/ Company**' for Supply, Installation, Commissioning and Maintaining for fully Automated line Immunoassay processor (Immunoblot) system and ANA Profile, AIH Profile Kit and others on Chemical & Reagent rental basis for the Dept. of Pathology and Lab Medicine at AIIMS, Bhubaneswar for a period of One year from Letter of Award extendable for another year for AIIMS Bhubaneswar as per the terms and conditions stated below: -

1. **Period of Rate Contract:** The Rate contract shall be for a period of 01 (One) years from the date of execution of the contract by the respective parties. The contract may be extendable, subject to maximum period of 01 (One) year, on the same terms and conditions or with some addition/deletion/modification as mutually agreed upon by the Rate Contract Holder/ Vendor/OEM/Authorized Dealers and All India Institute of Medical Sciences (AIIMS), Bhubaneswar.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (a) Notice Inviting Bid, Eligibility Criteria & Instruction to Bidders (NIB, ITB & Eligibility Criteria).
- (b) General Conditions of Contract (GCC).
- (c) Special Condition of Contract.
- (d) Technical Specification
- (e) Technical and Financial Bid
- (f) Clarifications of Pre Bid queries during first call and amendment/ corrigendum during first call.
- (g) Financial Bid amendment/corrigendum on technical specifications.
- (h) All the correspondence till award of contract i.e. Notification of Award, Performance Bank Guarantee etc.
- (i) Supply/Purchase Order
- (j) Payment Terms: as per Terms & Conditions of the Tender Document
- (k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document.

3. The Vendor/ Supplier/ Firm/ Company services would be required to supply the **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL as per the Price list attached (Annexure-A)** for All India Institute of Medical Sciences (AIIMS), Bhubaneswar

on as and when required against a confirmed Purchase Order as per terms and conditions mentioned therein.

4. Order for Consumables/ Articles shall be placed on requirement basis and have to be delivered within the delivery period mentioned in the PO. Delivery of the ordered items shall be made on all working days between 09:30 A.M. to 05:30 P.M. (Monday to Friday). On Saturdays the delivery time shall be from 09:30 A.M. to 01:00 P.M. No separate charges for delivery of goods would be paid by the client. Part supply is prohibited. However, in exceptional circumstances part supply may be made with genuine reasons and prior intimation to Stores and Purchase Section. Part Billing is strictly prohibited. Bills in triplicate along with the bank details of the Rate Contract holder/Agency/Authorized Dealers should be raised for payment. Payment shall be released after deducting statutory dues as per Government rules from time to time such as TDS, GST etc. Payment shall be released only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of the client and as per the requirement of AIIMS, Bhubaneswar. If any item(s) are found to be spurious, or not of the desired quality, the same shall be replaced by the Rate Contract holder/Agency/Authorized Dealer immediately for which no extra payment shall be made by AIIMS, Bhubaneswar. Supply of ordered items should always be at Central Stores, AIIMS, Bhubaneswar.

5. Penalty & Recovery of Sums Due:

(i) If the Vendor/ Supplier/ Firm/ Company fails to deliver the **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL** or replace the defected/spurious/expired/ soon to expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% of total order value per week or part thereof (date of purchase order and date of delivery being excluded), subject to maximum of 10% of total order value. Such penalty (L.D.) shall be deducted from the Rate Contract holder/Agency/Authorized Dealer's pending bills or Performance Security.

(ii) On failure by the Vendor/ Supplier/ Firm/ Company to supply the desired **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL**, if the items are procured from other sources, any extra cost incurred/paid on account of such other sources procurement by AIIMS, Bhubaneswar will be recovered from any of his subsequent/pending bills or Performance Security Deposit. In case of change in Local Authorized dealer by Rate Contract holder, any pending purchase order should be completed within stipulated delivery period. LD recoverable on such non-compliance shall be recovered from pending bills or Performance Security.

(iii) In case the sum of the above is insufficient to cover the full amount recoverable, the Rate Contract holder/Agency/Authorized Dealer shall pay to the client, on demand of the remaining balance due.

6. Upon selection of the Vendor/ Supplier/ Firm/ Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the items are found to be poor quality/different specifications, or rates are higher than the quoted rate it would be deemed to be a breach of terms of contract and the contract shall be cancelled and performance security shall be forfeited.

7. The rate quoted by the Vendor/ Supplier/ Firm/ Company or which have been approved after due negotiation by the AIIMS, Bhubaneswar shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.

8. Submitting of Contract:

The Vendor/ Supplier/ Firm/ Company shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Vendor/ Supplier/ Firm/ Company without prior written consent of the AIIMS, Bhubaneswar. If it is found that the Vendor/ Supplier/ Firm/ Company has given sub-contract for supply of **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL** for AIIMS, Bhubaneswar on the basis of Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.

9. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

10. Fall Clause:

(i) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he quotes/bids to sell or sells the stores of identical description to any other Govt. hospitals/renowned private hospitals during the period of the contract.

(ii) If at any time during the period of contract, the prices of the Rate Contract items are reduced or brought down by any law or Act of the Central or State government, the supplier 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 Client will not accept any higher rates after wards.

(iii) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other Govt. hospitals/renowned private hospital 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 **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL** supplied from the such date shall stand correspondingly reduced as per above stipulation.

11. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Rate Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

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, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client 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, 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, BBSR shall be at liberty to terminate the contract.

13. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar

with no additional cost.

14. Price List & Implementation of GST:

(i) The **CHEMICALS, REAGENTS, CONSUMABLES FOR EQUIPMENT NAME WITH MAKE & MODEL** to be supplied by the Vendor/ Supplier/ Firm/ Company under Rate Contract basis is attached herewith as (Annexure- A).

(ii) **GST:** In the event of changes in GST rates, if there is any reduction in the basic price structure, the same must be intimated to AIIMS, Bhubaneswar with details. The Vendor is also to pass the input credit as per the following Anti Profiteering clause of GST to AIIMS, Bhubaneswar by way of commensurate reduction in the prices. In the event of increase in price, detailed justification and supporting evidence to be submitted for the consideration of AIIMS, Bhubaneswar.

15. Payments:

(a) Order shall be issued for tentative **Quarterly/ Six** months' requirement on actual need basis. Bills in triplicate for the tests carried out for valid donations performed by the Rate Contract holder duly certified by the User Department, should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Bhubaneswar.

(b) The bills raised by the Vendor/ Supplier/ Firm/ Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm.

16. Performance Security: The Vendor/Agency/Authorized Dealer have to furnish Performance Security of Rs. (Rupees) **(Performance Security Amount as per Award of Contract)** in shape of FDR/ TDR/ Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 14 months i.e. One years + Two months after completion of obligations under the contract.

17. Arbitration: If any difference arises concerning this agreement and its interpretation, 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, Sole arbitrator will be appointed by the Director, AIIMS Bhubaneswar in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. 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.

18. Insolvency etc.: In the event of the Rate Contract holder/Agency/Authorized Dealer 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, Bhubaneswar shall have the power to terminate the contract without any prior notice.

19. Right to call upon information regarding status of contract: The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

20. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

21. **Obligation of the Vendor:** The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The vendor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty if any imposed by any statutory authority of this contract and paid on behalf of the vendor.

22. In addition to above, all other terms and conditions express and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand Twenty-Five and shall be valid for One Years.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

<p>For and on behalf of the 'Vendor /Agency /Authorized Dealer'</p> <p>Signature of the Authorized Official</p> <p>Name of the Official</p> <p>Seal of the 'Vendor/ Agency/ Authorized Dealer'</p> <p>Signed, sealed and delivered by the said official of Vendor in presence of</p>	<p>For and on behalf of the 'Executive Director, AIIMS, Bhubaneswar'</p> <p>Signature of the Authorized Officer</p> <p>Name of the Officer</p> <p>Seal of the Authorized Officer</p> <p>Signed, sealed and delivered by the said officer in presence of</p>
<p>Witness: _____ Name: _____ Address: _____ _____ _____</p>	<p>Witness: _____ Name: _____ Address: _____ _____ _____</p>

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

E-Mail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cPPP-doe(at)nic(dot)in**

*****End of Tender Document*****