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

## **e-TENDERING SCHEDULE**

### **Name of the e-Tender: Supply of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar**

- Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal : As per e-Tendering Portal of AIIMS Bhubaneswar <https://eprocure.gov.in/eprocure/app>,  
www.aiimsbhubanewar.nic.in and CPP Portal <https://eprocure.gov.in/eprocure/app>, for downloading and /participating
- Last Date of downloading/participating in the E-Tendering Solution for this E-Tender : As per e-Tendering Portal of AIIMS BBSR <https://eprocure.gov.in/eprocure/app>
- Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope : As per e-Tendering Portal of AIIMS, Bhubaneswar <https://eprocure.gov.in/eprocure/app>  
in the Tender box kept in the Office of the  
**Director's Mini Board, 1st Floor, Admin Block, AIIMS Bhubaneswar-751 019**
- Date, Time & Place of Opening of Technical Bid : The Technical Bid will be opened online as per the schedule given in the <https://eprocure.gov.in/eprocure/app>
- Tender Document Cost payable to AIIMS Bhubaneswar : To be downloaded from website, hence no cost is applicable.
- EMD : EMD amounting to Rs.6,79,000/- (Rupees Six Lakh Seventy Nine Thousand Only) in the form of FDR/BG from the Nationalized/ Commercial bank in favor of AIIMS, Bhubaneswar to be kept valid for a period of forty-five days beyond the final bid validity period

### **Schedule of Tender:**

Issue/Publishing Date	:	Dt.03-04-2025
Document download start date/Representation Start Date	:	Dt.03-04-2025
Date and time & venue of pre-bid meeting	:	Dt. 11-04-2025 at 03:00 PM Venue- Board Room-I, Academic Block, AIIMS Bhubaneswar, Sijua, Odisha-751019
End Date of Representation	:	16-04-2025
Start date and time of submission	:	Dt.25-04-2025
Closing date & Time of Submission	:	Dt.16-05-2025 at 05.00 PM
Date & time of online Technical Bid opening	:	Dt. 21-05-2025 at 03.00 PM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders (through website only).

## **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.

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

**1.5** Bidders are required to quote strictly as per specification of the Consumables. 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 of Various Consumables for the department of Pathology at AIIMS, Bhubaneswar	As per Details/ Specifications in Technical Bid	Rs. 6,79,000/-  (Rupees Six Lakh Seventy-Nine Thousand Only)

**1.6.1** The bidder needs to deposit the EMD Amount as per above mentioned item in the form of FDR/ Bank Guarantee in favour of “AIIMS, Bhubaneswar” and its legible scanned copy must be uploaded in the e-tendering solutions and Hard Copy of EMD in sealed envelope should be submitted on or before the last date of submission of bid in the Tender box kept in the office of **The Executive Director’s Mini Board, 1st Floor, Academic Block, AIIMS Bhubaneswar-751 019.**

The AIIMS, Bhubaneswar will not pay any interest on any EMD Amount to bidder. The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time, the said instrument is found to be fake or not as a valid banking instrument, the said bidder submitting such instrument shall be black listed and shall be debarred from participating in further tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract and in case of unsuccessful bidders the same would be returned after award of the Contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

**1.6.2 Exemption:** Firms registered with NSIC (for sale of Medical Equipment/ Instrument/ Apparatus/ Consumables) 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/ firm have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

**1.6.3** Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory. The documentary evidence in support of UAM number must be attached with the bid document.

### **1.7 Pre- Bid Conference (PBC):**

All the Prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar on **11-04-2025 at 03:00 P.M.** to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit their bid accordingly as per changes if any incorporated after PBC. No press advertisement will be made for corrigendum(s).

*After the Corona Pandemic situation throughout the country, local representative of the prospective bidders may participate in PBC.* Those who are not able to attend the PBC may submit their queries/ doubts/ representation/ clarification by e-mail to below mentioned IDs on that day which will be taken care by the tender committee in consultation with the User Department.

### **1.8 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](mailto:spo@aiimsbhubaneswar.edu.in) , [aso\\_anup@aiimsbhubaneswar.edu.in](mailto:aso_anup@aiimsbhubaneswar.edu.in), [sp\\_helpdesk@aiimsbhubaneswar.edu.in](mailto: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 not later than 10 (ten) days prior to the deadline for submission of bids.

### **1.9 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, <https://eprocure.gov.in/eprocure/app> and AIIMS, Bhubaneswar website.
- (ii) At any time till **07 (Seven) 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 07 (Seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

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

**1.10.1 Technical Bid:** All required documents to be submitted online.

**1.10.2 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.

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

**1.10.2.2** 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).

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

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

**1.10.2.5** After due evaluation of the bids, Institute will award the contract to the responsive Bidder(s) who has/have quoted the Lowest Price inclusive of GST for annual requirement of all the consumables in Financial Bid-Part-I (Annexure-VI), subject to MII preference clause. Total Value of annual requirement of all the consumables will be evaluated for determining lowest quoted price.

**1.10.2.6** Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

**1.10.3. 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 **Procurement of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar.** The sealed envelope should reach on or before the last date & time of submission of e-tender online.

**a. Earnest Money Deposit**

**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****

**d. Details of Make & Pack Size of Consumables & Country of Origin without mentioning price.**

**e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.**

**f. Manufacturer's Authorization certificate in case of authorized distributor of OEM as per **Annexure-III****

**g. The Statement of deviation (Parameter-Wise) from the tender technical bid specification as per **Annexure-IV****

**1.11 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).

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

**1.12.1** 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 equal to or more than 25%, but less than that applicable for Class-I Local Supplier.
- c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in (b) above.

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.

**1.12.2 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 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.



**1.12.3. 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.

**1.13 Procurement outside GeM:** As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept of Expenditure dated **23 Jan 2020** 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”**.

**1.14 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.

**1.15 Evaluation of Bid:** L-1 will be decided on the lowest price including of GST of product for which the bidder is quoting. Taxes have to be mentioned clearly in percentage of GST for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items. **The contract shall be valid for a period of 01 (One) year from the date of award of contract. The contract may be extendable, subject to maximum period of 01 (One) year**, on the same prices & 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 Consumables. Deviation, if any to specification, must be brought out clearly giving deviation statement as per **“Annexure-IV”**.

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

**2.3** The consumables 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 indelible ink on label/ pack/ cartons. **“Not for Sale, For Use by AIIMS, Bhubaneswar Only.”**

**2.4** The items 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 and should not be of sub-standard or spurious. The purchaser will



be entitled to reject the said consumables or such portion thereof as may be discovered not to conform to the said description and quality.

**2.5** The Bidder should state categorically whether they have fully trained technical staff for efficient after sales services. The bidder should ensure continuous and non-stop supply of the consumables during the entire contract period.

**2.6 Deleted**

**2.7** 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 items under the conditions prevailing in India.

**2.8** Replacement will be undertaken for the defective/sub-standard/spurious items at no extra cost. Proper marking has to be made for all items for identification.

**2.9** The Supplier along with its Indian Agent shall ensure continued supply of the consumables to the purchaser during the period of rate contract.

**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 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 CONSUMABLES:**

2.11.1 The quantity indicated in 3.2 is approximate yearly requirement which may increase or decrease as per original requirement of user department. Supply order shall be placed to successful bidder on staggered quantity basis and the Delivery of Consumables 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 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 Seller fails to deliver and install any or all of the Goods/ Services within the original/ re-fixed delivery period(s) specified in the Purchase Order, AIIMS, Bhubaneswar will be entitled to deduct/ recover the Liquidated Damages for the delay @ 0.5% per week or part of the week of delayed period as pre-estimated damages subject to maximum of 10% of the Purchase Order Value without any controversy/ dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable, the same shall be applicable for the Contract.

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 consumables with proper packing and marking for transit so as to be received at destination free from any loss or damage.

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

2.11.7 In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. Ground Rent at the rate of 1% of the cost of un-cleared/rejected material per week or part thereof, with maximum ceiling of 10% of value of the un-cleared/rejected material shall be applied from after 14 days of the issue of Rejection Notice. Ground rent shall be calculated from the day just next to the date of expiry of the period of removal of rejected items as mentioned on rejection intimation letter issued by the Store Section of AIIMS Bhubaneswar. If the rejected items are not lifted after lapse of 10 weeks and if it is found that the firm has not taken any action for lifting of rejected goods, then the goods may be confiscated and disposed of as per disposal procedure in vogue after sending a notice and giving 30 day's-time to the firm. When the firm fails to pay the applicable ground rent within the prescribed period, AIIMS Bhubaneswar is entitled to recover the ground rent due and all incidental expenses from EMD/PSD/Bill if any.

2.11.8 If single item/Batch of item(s) is/are declared NSQ (Not of Standard Quality) under Central Drugs Standard Control Organization (CDSCO) or any authority competent, then the supplier has to take back all the NSQ items/batch immediately and replace the quantity with fresh batch quantity. Recovery will be initiated wherever payment had already been made. Rate contract Holder will be liable to pay damages/compensation (if any) to individual/individuals arising due to use of such NSQ declared items and in case of any adverse reaction reported in the Hospital during use of the item(s). If more than one item/batch of items belonging to a particular firm is declared NSQ within a year, then the firm will immediately be debarred from current and all future rate contracts of AIIMS, Bhubaneswar for a period of three years. This will also lead to forfeiture of Performance Security of the concerned firm.

**2.12** The Executive 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 in-time supply of the items.

### **2.13 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.

### **2.14 PAYMENTS:**

- 100% Payment shall be released after successful & satisfactory delivery of the ordered goods against a satisfactory inspection report by the User Department and only after execution of contract agreement & submission of Performance Security Deposit.
- 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.

## **2.15 PERFORMANCE SECURITY DEPOSIT:**

2.15.1 The successful Bidder will be liable to deposit **5%** of value of the contract as per required tentative annual quantity 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 instruments are subject to verification from issuing bank before its acceptance by the authorities.

2.15.2 The Performance Security should be valid for 14 months from date LoA, which is refundable after two months of expiry of the contract period of 01 (One) year 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.

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

**2.16 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 Executive 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.

**2.17 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.

**2.18 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.

## **2.19 OTHERS: -**

**2.19.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder(s) who has/have quoted the Lowest Price inclusive of GST for each consumable, subject to MII preference clause. Item-wise evaluation will be done for determining lowest quoted price for each item.**

2.19.2 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.

2.19.3 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.

2.19.4 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.

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

**2.20 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.

**2.21 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;

**(ii) Disclosure of conflict of interest.**

**(iii) 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.**

**2.22** 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.

**2.23** 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.

**2.24** The supply contract will be valid from the date; when the Purchase Order Issued /formalities completed by AIIMS Bhubaneswar. 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

**2.25** *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever*

**2.26** The Executive 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 of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar**

#### **3.1 Schedule of Requirements:**

The institute requires **Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar**. The Consumables are to be delivered within **30 (Thirty)** 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 & CERTIFICATES:**

**3.2.1 Certificates required: Valid GMP, GLP and Market Standing Certifications for 2 years for each item of quote.**

##### **3.2.2 Specification:**

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
<b>IHC Antibodies</b>				
1	AFP	EP209	0.5ML Concentrate	1
2	Androgen receptor	EP120orAR441	0.5ML Concentrate	1
3	ACTH	AH26+57	0.5ML Concentrate	1
4	Antibody Diluent (primary)		100ML	50
5	Amyloid A	MC1	6ML RTU	2
6	Beta HCG	CGP	6ML RTU	2

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
7	BCL2	EP36or100/D5	0.5ML Concentrate	4
8	BCL6	EP278orLN22	0.5ML Concentrate	3
9	BOB1	1/OBF-1-PRM126or TG14	6ML RTU	2
10	B.Catenin	EP35/14	0.5ML Concentrate	1
11	EP-CAM	Ber-EP4	6ML	2
12	Calcitonin	EP92	6ML	2
13	Calretinin	Polyclonal	0.5ML	1
14	CD1a	EP80or O10	0.5ML Concentrate	1
15	CD2	EP222	0.5ML Concentrate	1
16	CD3	Polyclonal OR LN10	0.5ML Concentrate	4
17	CD4	EP204OR 4B12	0.5ML Concentrate	2
18	CD5	EP77	0.5ML Concentrate	1
19	CD7	EP132 OR LP15	0.5ML Concentrate	1
20	CD10	NEPP	0.5ML Concentrate	3
21	CD15	EP273	0.5ML Concentrate	4
22	CD19	EP169or CD19	0.5ML Concentrate	1
23	CD20	L26	0.5ML Concentrate	4
24	CD21	EP64 OR 2G9	0.5ML Concentrate	1
25	CD23	EP75	0.5ML Concentrate	1
26	CD30	TRA30P	0.5ML Concentrate	4
27	CD31	EP78	0.5ML Concentrate	1
28	CD34	Qbend10	0.5ML Concentrate	4
29	COX2	SP21	6ML RTU	1
30	CD43	DF-T1	6ML	1
31	CD45(LCA)	RB-2B11+PD7/26	0.5ML Concentrate	2
32	CD56	123C3	0.5ML Concentrate	1
33	CD57	NK1	6ML	1
34	CD68	KP1	0.5ML Concentrate	2
35	CD138	EP201or B-A38	0.5ML Concentrate	2
36	CD163	EP324or10D6	0.5ML Concentrate	2
37	CD207(Langerin)	EP349	0.5ML Concentrate	1
38	CDX2	EP25	0.5ML Concentrate	2
39	CK	AE1/AE4	0.5ML Concentrate	4
40	CK7	EP16	0.5ML Concentrate	4
41	CK19	EP72	0.5ML Concentrate	1
42	CK20	EP23	0.5ML Concentrate	4
43	C Myc	EP121	0.5ML Concentrate	1
44	Cyclind1	EP12	0.5ML Concentrate	2
45	DOG1	EP332	0.5ML Concentrate	1
46	E Cadherin	EP6	0.5ML Concentrate	1
47	Estrogen Receptor ( ER)	EP1	0.5ML Concentrate	5
48	EMA	E29	0.5ML Concentrate	3
49	ERG	EP111	0.5ML Concentrate	1
50	FSH	EP257	0.5ML Concentrate	1

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
51	GATA3	L50-823	0.5ML Concentrate	1
52	GFAP	EP13	0.5ML Concentrate	2
53	Growth Hormone	EP267	0.5ML Concentrate	1
54	Granzyme B	EP230	0.5ML Concentrate	1
55	Glypican 3	1G12	0.5ML Concentrate	1
56	Her 2/erbB2	EP3	0.5ML Concentrate	4
57	Melanosome	HMB45	0.5ML Concentrate	1
58	H.PYLORI	Polyclonal	0.5ML Concentrate	1
59	HSP70	EP377	6ML RTU	1
60	INI1	25	0.5ML Concentrate	1
61	Inhibin Alpha	R1	0.5ML Concentrate	1
62	kappa Light chain	EP171	0.5ML Concentrate	2
63	Lambda Light chain	EP172	0.5ML Concentrate	2
64	Ki67	Mib1	0.5ML Concentrate	8
65	LH ANTIBODY	Lha/756	0.5ML Concentrate	1
66	Lysozyme	EP134	6ML RTU	1
67	Mammaglobin	EP249	0.5ML Concentrate	1
68	MDM2	D7	0.5ML Concentrate	1
69	MelanA	A103	0.5ML Concentrate	1
70	MLH1	GM011	0.5ML Concentrate	3
71	MSH2	RED2	0.5ML Concentrate	3
72	MSH6	EP49	0.5ML Concentrate	3
73	MUM1	EP190	0.5ML Concentrate	1
74	Muscle Actin	HUC1-1	0.5ML Concentrate	1
75	Myogenin	EP162	0.5ML Concentrate	1
76	MyoD1	EP212	0.5ML Concentrate	1
77	MPO	EP151	0.5ML Concentrate	1
78	MUC2	EP187	6ml RTU	1
79	MUC5AC	CLH2	6ml RTU	1
80	MUC4	EP256	6ml RTU	1
81	Napsin A	EP205	0.5ML Concentrate	2
82	NeuN	PFOX3	0.5ML Concentrate	1
83	Neurofilament	EP79	6ml RTU	2
84	NKX2.2	NX2/294	0.5ML Concentrate	1
85	NKX3.1	EP356	0.5ML Concentrate	1
86	O C T 2	EP284	0.5ML Concentrate	1
87	PAX5	EP156	0.5ML Concentrate	2
88	PAX8	EP331	0.5ML Concentrate	2
89	PLAP	EP194	6ml RTU	1
90	Progesteron Receptor( PR)	EP2	0.5 ml Concentrate	4
91	PMS2	EP51	0.5 ml Concentrate	3
92	Prolactin	EP193	0.5 ml Concentrate	1
93	PSA	EP109	0.5 ml Concentrate	1
94	P40	Delta NPP	0.5 ml Concentrate	2



SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
95	P63	4A4	0.5 ml Concentrate	2
96	PAP PEN	BIG	1	60
97	Poly Exel-HRP/DAB detection kit	two steps	100ml	25
98	PD1	EP239	6ml RTU	2
99	P16	E6HY or PRM121	0.5ML Concentrate	1
100	Perforin	PRF1/2470	6ML RTU	1
101	SOX11	CLO142	6ml RTU	2
102	SALL4	EP299	0.5ML Concentrate	1
103	SMA	1A4	0.5ML Concentrate	3
104	STAB2	EP299	6 ML RTU	1
105	STAT6	EP325	0.5ML Concentrate	1
106	TDT	EP266	0.5ML Concentrate	2
107	THYROGLOBULIN	EP250	0.5ML Concentrate	1
108	TLE1	1F5	0.5ML Concentrate	1
109	TFE3	EP285	0.5ML Concentrate	1
110	TSH	EP254	0.5ML Concentrate	1
111	TTF1	EP229	0.5ML Concentrate	2
112	ZAP70	PRM120 or SYKP	6ml RTU	1
113	WT1	EP122	0.5ML Concentrate	2
114	ALK /CD246	1A4	12ml RTU	4
115	EnVision FlexAntibody Diluent (primary)	Clear	120ml	6
116	Amcar	(P504s)-13H4	12ML RTU	2
117	IgG ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
118	IgA ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
119	IgM ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
120	C3 ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
121	Ciq ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
122	Kappa ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
123	Lambda ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3
124	ALBUMIN ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	1
125	Fibrinogen ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	1
126	CD8	C8/144B or EP334	12 ML RTU	4
127	CD99	MIC2-12E7	12 ML RTU	4
128	CEA	II-7 or COL-1	12ml RTU	2
129	CK5/6	D5/16 B4 or EP24/EP67	12ml RTU	4
130	Desmin	GM007 or D33	12ml RTU	6
131	Heppar 1	OCH1E5	12 ML RTU	2
132	NSE	BBS/NC/VI-H14	12ML RTU	2

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
133	P53	D0-7 or BB-53-12	12ML RTU	6
134	Podoplanin	D2-40	12ML	1
135	Polyclonal Rabbit Anti-Human c-erbB2 Oncoprotein	Polyclonal	0.2ml	2
136	Rabbit Anti-S100	Polyclonal	12 ML RTU	6
137	SYNAPTOPHYSIN	DAK-Synap or Syyp	12ML RTU	8
138	Envision Flex+, Mouse, High Ph(Link), Secondary kit	Secondary kit	120ML	15
139	CD79a	JCB117	12ML RTU	4
140	CA19.9	121SLE	0.1 ML Con	1
141	CA125	OC125	0.1 ML Con	4
142	CD38	SP149	0.1 ML Con	2
143	IgG4	IgG1 OR MRQ44	1 ml con	2
144	INSM1	MRQ70	1 ml con	1
145	Glutamine Synthetase	GS-6	0.1ml con	1
146	CMV	8B1.2, 1G5.2&2D4.2	1ml con	4
147	EZH2	11	0.1ml con	3
148	CD61	2F2	0.1ml con	1
149	CD117(Mic2)	YR145	1ml con	1
150	EBV-LMP1	MRQ-47	1ml con	1
151	FLI1	MRQ-1	0.1ml con	2
152	CD11C	5D11	0.1 ML Con	1
153	Chromogranine A	LK2H10	1 ml con	1
154	C4d	SP91	0.1ml con	1
155	Olig 2	211F1.1	0.1ml con	6
156	Antibody Diluent Tris Green	D14E12	500ml	1
157	Nf-kappaB P65	C36B11	100 ul	1
158	Tri-Methyl-Histone H3(Lys27)Rabbit mAb	C52B1	100ul	1
159	NUT Rabbit mAb	D2C9	100ul	2
160	Anti-PLA2R1	Antibody produced in rabbit	100ul	1
161	Anti-Histone H3 K27M	Rabbit monoclonal	100ul	2
162	Anti- ATRX	Antibody produced in rabbit	100ul	2
163	H3.3G3VR		100ul	8
164	H3.3 G34V		100ul	1
165	Rb Monoclonal Antibody	1F8	100ul	1
166	Fast skeletal Myosin	Polyclonal	100 ul Concentrate	1
167	Fetal Myosin heavy chain (MYH8)	Polyclonal	100 ug Concentrate	1
168	YAP	D8H1X	100 ul Concentrate	1
169	ARG1(Arginase-1)	EP261	0.1ML Concentrate	1
170	GAB1	Polyclonal	100 ul Concentrate	1
171	FH	Polyclonal	100 ul Concentrate	1
172	Carbonic Anhydrase IX(CA-IX)	EP161	0.1ML Concentrate	1
173	Adipophilin	Polyclonal	0.1ML Concentrate	1
174	h -Caldesmon	hHCD	0.1ML Concentrate	1

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity
175	HHV8	13B10	0.1ML Concentrate	2
176	CD13	SP187	0.1ML Concentrate	1
177	CD123	6H6	0.1ML Concentrate	1
178	CD33	PWS44	0.1ML Concentrate	1
179	CD103	EP206	0.1ML Concentrate	1
180	IDH2	KrMab-3	100 ul Concentrate	1
181	MYB		100 ug Concentrate	4
182	BRG1	E8V5B	100 ul Concentrate	2
183	SOX10	EP268	0.1ML Concentrate	1
184	NTRK3	OTI2B8	100 ul Concentrate	1
<b>Glass and plastic ware</b>				
185	Modular Storage Drawer( This drawer provides permanent storage & Identification of up to 250 cassettes per drawer ), M495-6	Dimension-40.5cm X 23 cm X 5.1 cm H (Made of high impact resistant plastic .Identification labels included	Qty/Cs-6	60
186	Slide Folder (For light sensitive slides)	M752-20WOP	Qty/Cs-10	8
187	Plain Microscope slide ( Ground Edges)	25.4 X 76.2 X1-1.2 mm	72/pack	3000
188	Frosted slide One end double side ( Ground Edges)	25.4 X 76.2 X1-1.2 mm	72/pack	3000
189	Positively charged-Hydrophobic slide ( Ground Edges)	1 X 3 X 1-1.2 mm	72/pack	1000
190	Cover Glass	24 x 30	1000/Pack	60
191	Cover Glass	24 x 50	1000/Pack	80
192	Cover Glass	24 x 60	1000/Pack	50
<b>Reagents &amp; Chemicals</b>				
193	Silver Nitrate Powder	AR Grade	100gm	8
194	Gold chloride (III) Trihydrate Powder	AR Grade	1gm	6
195	Hishield-4		Pkt / 20 X 500ML	6
196	Fast Freez Cryogel	Clear	118ml	80
197	Fast Freez Cryogel	Yellow	118ml	40

**Note:**

- 1- Item wise evaluation will be done for determining lowest quoted price for each of the Items.
- 2- The contract shall be valid for a period of 01 (One) year from the date of award of contract. The contract may be extendable, subject to maximum period of 01 (One) year, on the same prices & 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.

### 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.
<b>A</b>	(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>B</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)		
<b>C</b>	Whether you have fully trained technical staff for efficient after sales services? If yes, Name, Address, Phone No., e-mail ID of Service Centre at Bhubaneswar or nearby, if any		
<b>D</b>	PAN No. (enclose the self-attested copy of PAN Card)		
<b>E</b>	GST No. (enclose GST Registration Certificate of the firm)		
<b>F</b>	Income Tax Return for the last Three years. ( <b>Note:</b> 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.)		
<b>G</b>	Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three years. ( <b>Note:</b> 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.)		
<b>H</b>	Details of Earnest Money Deposit (EMD) Rs.6,79,000/- ( <b>Rupees Six Lakh Seventy Nine Thousand Only</b> ) FDR/ BG No.: _____ Date: ____-____-2025		
<b>I</b>	Firms registered with NSIC for Sale of Medical Equipment/ Instrument/Apparatus 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.		
<b>J</b>	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).		
<b>K</b>	Undertaking for acceptance of all Terms & Conditions in original ( <b>Annexure-I</b> ).		
<b>L</b>	Notarized affidavit as per <b>Annexure –II</b> on Indian Non-Judicial Stamp Paper of Rs.10/-. (If you don't submit this, your tender will be out rightly rejected.)		

<b>M</b>	Manufacturers' Authorization form as per <b>Annexure – III</b> (Undertaking by manufacturer of tendered consumables for providing after sales service during the contract period)		
<b>N</b>	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 <b>Annexure-IV</b> .		
<b>O</b>	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 <b>Annexure – V</b> . (PO copies of same/ similar item supplied must be enclosed.)		
<b>P</b>	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.		
<b>Q</b>	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 &amp; void and contract will be dealt suitably.</i>		
<b>R</b>	Copy of Certificate of Registration with Competent Authority in case of a bidder is from country sharing land border with India		
<b>S</b>	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.		
<b>T</b>	<b>Bank Details:</b> 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address:		
<b>U</b>	Manual Submission of Documents		
<b>V</b>	Financial Bid as per <b>Annexure – VI &amp; VII</b> (Note: to be submitted on line only)		
<b>W</b>	Any other information, if necessary		

**Name of the e-Tender: Supply of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar**

**e-Tender No.: STORE-28/45/2024-STPUR SEC/01**

**Bid Covering Letter**

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

**To**

**The Executive Director,**

**AIIMS, Bhubaneswar**

**Sir/ Madam,**

Having examined the abovementioned 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 of Rs 6,79,000/- in shape of FDR/ BG No. \_\_\_\_\_ dated \_\_\_\_\_ and other documents as required under this bid.

**Signature of the bidder with Seal**

## Annexure-I

**Name of the e-Tender: Supply of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar**

**e-Tender No.: STORE-28/45/2024-STPUR SEC/01**

### **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 Consumables/ Items in the approved prices to AIIMS, Bhubaneswar.
3. The Consumables/ Items 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 hereby undertake to supply the Consumables/ Items during the validity of tender as per directions given in supply order within stipulated period positively.
5. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
6. If I/We fail to supply the Consumables/ Items 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.
7. 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.
8. Performance security @ 5% of value of the contract as per required tentative annual quantity shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favor 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 contract period plus two months (i.e. valid for 14 months from date of award of contract).



9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

10. 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 Consumables/ Items at the prices and rates not exceeding those mentioned in the Financial Bid.

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

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

13. I/We have necessary infrastructure for the maintenance of the Consumables/ Items and will provide efficient after sales service as and when required during contract period.

14. 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 Consumables/ Items in tender will be boarded on GeM as and when the item or service gets listed on GeM” as a registered supplier in GeM.**

15. I we enclose Manufacturer's Certificate that the quoted consumables are as per technical specification of this tender document.

16. 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 of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar

e-Tender No.: STORE-28/45/2024-STPUR SEC/01

### **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

## 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 consumables***), 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 for the period of 01 year for supplied consumables 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

## Deviation Statement Form

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

Specification	Deviations	Remarks (including Justification)

Place:

Date:

Signature and Seal of the  
Manufacturer/ Bidder

**Note:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”

## Annexure- V

### 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).

# Annexure- VI

## Financial Bid

**Name of the e-Tender:** Supply of Various Consumables for the Department of Pathology at AIIMS, Bhubaneswar

**e-Tender No.:** STORE-28/45/2024-STPUR SEC/01

**Dated:** .....

SL no	Product Name	Clone/Grade/Dimension	Unit/pack size	Tentative Quantity	Rate per Unit	GST%	GST Rate	Amount
<b>IHC Antibodies</b>								
1	AFP	EP209	0.5ML Concentrate	1				
2	Androgen receptor	EP120orAR441	0.5ML Concentrate	1				
3	ACTH	AH26+57	0.5ML Concentrate	1				
4	Antibody Diluent (primary)		100ML	50				
5	Amyloid A	MC1	6ML RTU	2				
6	Beta HCG	CGP	6ML RTU	2				
7	BCL2	EP36or100/D5	0.5ML Concentrate	4				
8	BCL6	EP278orLN22	0.5ML Concentrate	3				
9	BOB1	1/OBF-1-PRM126or TG14	6ML RTU	2				
10	B.Catenin	EP35/14	0.5ML Concentrate	1				
11	EP-CAM	Ber-EP4	6ML	2				
12	Calcitonin	EP92	6ML	2				
13	Calretinin	Polyclonal	0.5ML	1				
14	CD1a	EP80or O10	0.5ML Concentrate	1				
15	CD2	EP222	0.5ML Concentrate	1				
16	CD3	Polyclonal OR LN10	0.5ML Concentrate	4				
17	CD4	EP204OR 4B12	0.5ML Concentrate	2				
18	CD5	EP77	0.5ML Concentrate	1				
19	CD7	EP132 OR LP15	0.5ML Concentrate	1				
20	CD10	NEPP	0.5ML Concentrate	3				
21	CD15	EP273	0.5ML Concentrate	4				
22	CD19	EP169or CD19	0.5ML Concentrate	1				
23	CD20	L26	0.5ML Concentrate	4				
24	CD21	EP64 OR 2G9	0.5ML Concentrate	1				
25	CD23	EP75	0.5ML Concentrate	1				
26	CD30	TRA30P	0.5ML Concentrate	4				
27	CD31	EP78	0.5ML Concentrate	1				
28	CD34	Qbend10	0.5ML Concentrate	4				
29	COX2	SP21	6ML RTU	1				
30	CD43	DF-T1	6ML	1				
31	CD45(LCA)	RB-2B11+PD7/26	0.5ML Concentrate	2				
32	CD56	123C3	0.5ML Concentrate	1				
33	CD57	NK1	6ML	1				
34	CD68	KP1	0.5ML Concentrate	2				

35	CD138	EP201or B-A38	0.5ML Concentrate	2				
36	CD163	EP324or10D6	0.5ML Concentrate	2				
37	CD207(Langerin)	EP349	0.5ML Concentrate	1				
38	CDX2	EP25	0.5ML Concentrate	2				
39	CK	AE1/AE4	0.5ML Concentrate	4				
40	CK7	EP16	0.5ML Concentrate	4				
41	CK19	EP72	0.5ML Concentrate	1				
42	CK20	EP23	0.5ML Concentrate	4				
43	C Myc	EP121	0.5ML Concentrate	1				
44	Cyclind1	EP12	0.5ML Concentrate	2				
45	DOG1	EP332	0.5ML Concentrate	1				
46	E Cadherin	EP6	0.5ML Concentrate	1				
47	Estrogen Receptor ( ER)	EP1	0.5ML Concentrate	5				
48	EMA	E29	0.5ML Concentrate	3				
49	ERG	EP111	0.5ML Concentrate	1				
50	FSH	EP257	0.5ML Concentrate	1				
51	GATA3	L50-823	0.5ML Concentrate	1				
52	GFAP	EP13	0.5ML Concentrate	2				
53	Growth Hormone	EP267	0.5ML Concentrate	1				
54	Granzyme B	EP230	0.5ML Concentrate	1				
55	Glypican 3	1G12	0.5ML Concentrate	1				
56	Her 2/erbB2	EP3	0.5ML Concentrate	4				
57	Melanosome	HMB45	0.5ML Concentrate	1				
58	H.PYLORI	Polyclonal	0.5ML Concentrate	1				
59	HSP70	EP377	6ML RTU	1				
60	INI1	25	0.5ML Concentrate	1				
61	Inhibin Alpha	R1	0.5ML Concentrate	1				
62	kappa Light chain	EP171	0.5ML Concentrate	2				
63	Lambda Light chain	EP172	0.5ML Concentrate	2				
64	Ki67	Mib1	0.5ML Concentrate	8				
65	LH ANTIBODY	Lha/756	0.5ML Concentrate	1				
66	Lysozyme	EP134	6ML RTU	1				
67	Mammaglobin	EP249	0.5ML Concentrate	1				
68	MDM2	D7	0.5ML Concentrate	1				
69	MelanA	A103	0.5ML Concentrate	1				
70	MLH1	GM011	0.5ML Concentrate	3				
71	MSH2	RED2	0.5ML Concentrate	3				
72	MSH6	EP49	0.5ML Concentrate	3				
73	MUM1	EP190	0.5ML Concentrate	1				
74	Muscle Actin	HUC1-1	0.5ML Concentrate	1				
75	Myogenin	EP162	0.5ML Concentrate	1				
76	MyoD1	EP212	0.5ML Concentrate	1				
77	MPO	EP151	0.5ML Concentrate	1				
78	MUC2	EP187	6ml RTU	1				
79	MUC5AC	CLH2	6ml RTU	1				
80	MUC4	EP256	6ml RTU	1				



81	Napsin A	EP205	0.5ML Concentrate	2				
82	NeuN	PFOX3	0.5ML Concentrate	1				
83	Neurofilament	EP79	6ml RTU	2				
84	NKX2.2	NX2/294	0.5ML Concentrate	1				
85	NKX3.1	EP356	0.5ML Concentrate	1				
86	O C T 2	EP284	0.5ML Concentrate	1				
87	PAX5	EP156	0.5ML Concentrate	2				
88	PAX8	EP331	0.5ML Concentrate	2				
89	PLAP	EP194	6ml RTU	1				
90	Progesteron Receptor( PR)	EP2	0.5 ml Concentrate	4				
91	PMS2	EP51	0.5 ml Concentrate	3				
92	Prolactin	EP193	0.5 ml Concentrate	1				
93	PSA	EP109	0.5 ml Concentrate	1				
94	P40	Delta NPP	0.5 ml Concentrate	2				
95	P63	4A4	0.5 ml Concentrate	2				
96	PAP PEN	BIG	1	60				
97	Poly Exel-HRP/DAB detection kit	two steps	100ml	25				
98	PD1	EP239	6ml RTU	2				
99	P16	E6HY or PRM121	0.5ML Concentrate	1				
100	Perforin	PRF1/2470	6ML RTU	1				
101	SOX11	CLO142	6ml RTU	2				
102	SALL4	EP299	0.5ML Concentrate	1				
103	SMA	1A4	0.5ML Concentrate	3				
104	STAB2	EP299	6 ML RTU	1				
105	STAT6	EP325	0.5ML Concentrate	1				
106	TDT	EP266	0.5ML Concentrate	2				
107	THYROGLOBULIN	EP250	0.5ML Concentrate	1				
108	TLE1	1F5	0.5ML Concentrate	1				
109	TFE3	EP285	0.5ML Concentrate	1				
110	TSH	EP254	0.5ML Concentrate	1				
111	TTF1	EP229	0.5ML Concentrate	2				
112	ZAP70	PRM120 or SYKP	6ml RTU	1				
113	WT1	EP122	0.5ML Concentrate	2				
114	ALK /CD246	1A4	12ml RTU	4				
115	EnVision FlexAntibody Diluent (primary)	Clear	120ml	6				
116	Amcar	(P504s)-13H4	12ML RTU	2				
117	IgG ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
118	IgA ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
119	IgM ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
120	C3 ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
121	Ciq ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				

122	Kappa ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
123	Lambda ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	3				
124	ALBUMIN ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	1				
125	Fibrinogen ( FITC Antibody)	Polyclonal Rabbit Anti-Human	2 ML Concentrate	1				
126	CD8	C8/144B or EP334	12 ML RTU	4				
127	CD99	MIC2-12E7	12 ML RTU	4				
128	CEA	II-7 or COL-1	12ml RTU	2				
129	CK5/6	D5/16 B4 or EP24/EP67	12ml RTU	4				
130	Desmin	GM007 or D33	12ml RTU	6				
131	Heppar 1	OCH1E5	12 ML RTU	2				
132	NSE	BBS/NC/VI-H14	12ML RTU	2				
133	P53	D0-7 or BB-53-12	12ML RTU	6				
134	Podoplanin	D2-40	12ML	1				
135	Polyclonal Rabbit Anti-Human c-erbB2 Oncoprotein	Polyclonal	0.2ml	2				
136	Rabbit Anti-S100	Polyclonal	12 ML RTU	6				
137	SYNAPTOPHYSIN	DAK-Synap or Syyp	12ML RTU	8				
138	Envision Flex+,Mouse,High Ph(Link),Secondary kit	Secondary kit	120ML	15				
139	CD79a	JCB117	12ML RTU	4				
140	CA19.9	121SLE	0.1 ML Con	1				
141	CA125	OC125	0.1 ML Con	4				
142	CD38	SP149	0.1 ML Con	2				
143	IgG4	IgG1 OR MRQ44	1 ml con	2				
144	INSM1	MRQ70	1 ml con	1				
145	Glutamine Synthetase	GS-6	0.1ml con	1				
146	CMV	8B1.2,1G5.2&2D4.2	1ml con	4				
147	EZH2	11	0.1ml con	3				
148	CD61	2F2	0.1ml con	1				
149	CD117(Mic2)	YR145	1ml con	1				
150	EBV-LMP1	MRQ-47	1ml con	1				
151	FLI1	MRQ-1	0.1ml con	2				
152	CD11C	5D11	0.1 ML Con	1				
153	Chromogranine A	LK2H10	1 ml con	1				
154	C4d	SP91	0.1ml con	1				
155	Olig 2	211F1.1	0.1ml con	6				
156	Antibody Diluent Tris Green	D14E12	500ml	1				
157	Nf-kappaB P65	C36B11	100 ul	1				
158	Tri-Methyl-Histone H3(Lys27)Rabbit mAb	C52B1	100ul	1				
159	NUT Rabbit mAb	D2C9	100ul	2				
160	Anti-PLA2R1	Antibody produced in rabbit	100ul	1				
161	Anti-Histone H3 K27M	Rabbit monoclonal	100ul	2				

162	Anti- ATRX	Antibody produced in rabbit	100ul	2				
163	H3.3G3VR		100ul	8				
164	H3.3 G34V		100ul	1				
165	Rb Monoclonal Antibody	1F8	100ul	1				
166	Fast skeletal Myosin	Polyclonal	100 ul Concentrate	1				
167	Fetal Myosin heavy chain (MYH8)	Polyclonal	100 ug Concentrate	1				
168	YAP	D8H1X	100 ul Concentrate	1				
169	ARG1(Arginase-1)	EP261	0.1ML Concentrate	1				
170	GAB1	Polyclonal	100 ul Concentrate	1				
171	FH	Polyclonal	100 ul Concentrate	1				
172	Carbonic Anhydrase IX(CA-IX)	EP161	0.1ML Concentrate	1				
173	Adipophilin	Polyclonal	0.1ML Concentrate	1				
174	h -Caldesmon	hHCD	0.1ML Concentrate	1				
175	HHV8	13B10	0.1ML Concentrate	2				
176	CD13	SP187	0.1ML Concentrate	1				
177	CD123	6H6	0.1ML Concentrate	1				
178	CD33	PWS44	0.1ML Concentrate	1				
179	CD103	EP206	0.1ML Concentrate	1				
180	IDH2	KrMab-3	100 ul Concentrate	1				
181	MYB		100 ug Concentrate	4				
182	BRG1	E8V5B	100 ul Concentrate	2				
183	SOX10	EP268	0.1ML Concentrate	1				
184	NTRK3	OTI2B8	100 ul Concentrate	1				

#### Glass and plastic ware

185	Modular Storage Drawer( This drawer provides permanent storage & Identification of up to 250 cassettes per drawer ), M495-6	Dimension-40.5cm X 23 cm X 5.1 cm H (Made of high impact resistant plastic .Identification labels included	Qty/Cs-6	60				
186	Slide Folder (For light sensitive slides)	M752-20WOP	Qty/Cs-10	8				
187	Plain Microscope slide ( Ground Edges)	25.4 X 76.2 X1-1.2 mm	72/pack	3000				
188	Frosted slide One end double side ( Ground Edges)	25.4 X 76.2 X1-1.2 mm	72/pack	3000				
189	Positively charged-Hydrophobic slide ( Ground Edges)	1 X 3 X 1-1.2 mm	72/pack	1000				
190	Cover Glass	24 x 30	1000/Pack	60				
191	Cover Glass	24 x 50	1000/Pack	80				
192	Cover Glass	24 x 60	1000/Pack	50				

#### Reagents & Chemicals

193	Silver Nitrate Powder	AR Grade	100gm	8				
194	Gold chloride (III) Trihydrate Powder	AR Grade	1gm	6				
195	Hishield-4		Pkt / 20 X 500ML	6				

196	Fast Freez Cryogel	Clear	118ml	80				
197	Fast Freez Cryogel	Yellow	118ml	40				

**GRAND TOTAL INCLUDING GST.....**

*Note-* Item wise evaluation will be done for determining lowest quoted price for each of the Items and the contract shall be valid for a period of 01 (One) year from the date of award of contract. The contract may be extendable, subject to maximum period of 01 (One) year, on the same prices & 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.

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 site. No other charges would be payable by the Institute.
3. That I/We shall supply the consumables of requisite quality.
4. That the consumables will be delivered within 30 days from date of Supply 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.

Signature of the bidder with seal.  
Name(s) of the Bidder

Name of the Firm: .....

Date:  
Place:

## 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 Various Consumables for the department of Pathology at AIIMS Bhubaneswar** (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. .... (Rupees ..... only)

3. We, the said bank further undertakes 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 to .....unless 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 the ..... day of .....for..... (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 OF CONSUMABLES FOR NEW BORN SCREENING UNIT IN THE DEPARTMENT OF BIOCHEMISTRY AT AIIMS, BHUBANESWAR)

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 '**Vendor/ Agency/ 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**' for supplying (**Consumables for New Born Screening Unit**) on e-Tender basis at AIIMS Bhubaneswar for which the '**Vendor**' has accepted the terms and conditions as per the Tender document for execution and completion of supply as well as guarantee of trouble-free use of such consumables and rectification of defects therein.

### Terms & Conditions of the Contract Agreement:

**1. Period of Contract Agreement:** The contract shall be valid for a period of 01 (One) year from the date of award of contract. The contract may be extendable, subject to maximum period of 01 (One) year, on the same prices & 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.

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

- (a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
- (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 and amendment/ corrigendum published before bid opening.
- (g) Amendment/corrigendum on technical specifications.
- (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
- (i) Supply/Purchase Order placed to the vendor
- (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. Expiry:** The Consumables should have life span of at least 01 year or 75% before the date of expiry whichever is more from the date of supply. And following text shall be printed or stamped in inedible ink on label/ pack/ cartons. **“Not for Sale”, For Use by AIIMS, Bhubaneswar Only.”**

**4. Penalty & Recovery of Sums Due:**

(i) If the Vendor fails to deliver the **(Various Consumables for the department of Pathology)** or replace the defected/spurious/expired/ soon to expire items within the original/ re-fixed delivery period(s) specified in the Purchase Order, AIIMS, Bhubaneswar will be entitled to deduct/ recover the Liquidated Damages for the delay @ 0.5% per week or part of the week of delayed period as pre-estimated damages subject to maximum of 10% of the Purchase Order Value without any controversy/ dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable, the same shall be applicable for the contract. Such penalty (L.D.) shall be deducted from the Vendor's pending bills or Performance Security.

(ii) On failure by the Vendor to supply the desired **(Various Consumables for the department of pathology)**, 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 Vendor, 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 Vendor shall pay to the client, on demand of the remaining balance due.

**5.** Upon selection of the Vendor, 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.

**6.** 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.

**7.** The rate quoted by the selected Vendor/Agency/Authorized Dealer 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. Fall Clause:**

(a) Prices charged for supplies under Rate Contract by the vendor 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.

(b) If at any time during the Contract period, the Manufacturer/ Vendor/ Distributor/ Dealer reduces sale price or sells or offers to sell such stores as are covered under the contract to any person/ Organisation including the purchaser or any Department of Central Government or any Department of AIIMS, Bhubaneswar Hospital/ PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Vendor, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Vendor is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of

supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

**9.** The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/ withdraw any of the terms and conditions mentioned in the 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.

**10. 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, Bhubaneswar shall be at liberty to terminate the contract.

**11.** Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

**12. Price List & Implementation of GST:** The **(Various Consumables for the department of Pathology)** to be supplied by the Vendor/ Agency/ Authorized Dealer under Rate Contract basis is attached herewith as (Annexure-I)

**13. 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 year + Two months after completion of obligations under the contract.

**11. Insolvency etc.:** In the event of the Vendor/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.

**12. 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.

**13. 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.

**14. 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,

**15.** 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.

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:

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

## **e-TENDERING INSTRUCTIONS TO BIDDERS**

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.nic.in/eprocure/app>.

### **1. REGISTRATION ON CPP PORTAL:**

**1.1** Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.nic.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

**1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

**1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

**1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

**1.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

**1.6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **2. SEARCHING FOR TENDER ENQUIRY DOCUMENT**

**2.1** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

**2.2** Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

**2.3** The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. PREPARATION OF BIDS**

**3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.

**3.2** Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

**3.3** Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

**3.4** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **4. SUBMISSION OF BIDS**

### **4.1. Submission of Bids**

**4.1.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

**4.1.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

**4.1.3** Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

**4.1.4** Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

**4.1.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

**4.1.6** The server time (which is displayed on the bidders” dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

**5.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers” public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 2) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

**6.1.1** Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

**6.1.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk