



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

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

E-TENDER DOCUMENT

Name of the e-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No. F.NO. : AIIMSBBSR/Cartridges/2022-23/38

Dated 18/03/2023

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers online through Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per terms and conditions contained in this document for satisfactory performance for Supply various Printer Cartridges and Drums at AIIMS Bhubaneswar as per the Specifications mentioned in Technical Bid.

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

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

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

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

E-Tendering Portal:

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

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

0120-4001 002, 0120-4001 005, 0120-6277 787

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

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

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Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender : Supply various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

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

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD) (in shape of FDR/BG)	:	Rs. 50,000/- (Rupees Fifty Thousand only)
Validity of Bid	:	180 days from the last date of bid submission.
Performance Security	:	3% (subject to change as per Govt. order) of the value of the Contract.
Validity of Performance security	:	The performance security shall remain valid for a period of 14 months from the date of Agreement.

Issue/Publishing Date	:	Dt. 18-03-2023 at 03:00PM
Document download start date	:	Dt. 18-03-2023 at 03:30 PM
Start date and time of submission.	:	Dt. 01-04-2023 at 03:00 PM
Closing date & Time of Submission.	:	Dt. 10-04-2023 at 05.00 PM
Date & time of online Technical Bid opening.	:	Dt. 11-04-2023 at 03.00 PM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

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 for **180 days** from the date of opening of the bid.

1.4 Bidder' 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-IV"**.

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 executives 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 nonresponsive.

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

tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

- 1.4.8 In case where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned.
- 1.5 Bidders are required to quote strictly as per specification of the Cartridges. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-VI**.
- 1.5.1 **Financial Standing Criteria:** The Manufacturer shall have a minimum turnover of Rs.01 (One) Crore or more in each year during last (3) three financial years in India. The proof of Turnover is to be furnished in the **Annexure-VIII** certified by the Chartered accountant and supported by audited Financial statement
- 1.5.2 The Bidder should have **experience** in supplying quoted item/Similar item as per tender specification to the State or Central Government or Government Hospitals/Corporate Hospitals/PSU Hospitals in India/UN agencies/Authorized agency of the State/Central Govt./PSU during the last 2(two) years. The bidder should submit the **Annexure-IX** with supporting documents in this regard.

1.6 Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Cartridge HP88A	330	Rs.50,000/-
2.	Cartridge HP78A	290	
3.	Canon 051 Cartridge	360	
4.	Canon 051 Drum	300	

1.6.1 **Earnest Money Deposit(EMD):** Bidders need to deposit the EMD amount as shown above (according to their participation) in the form of Fixed Deposit Receipt(FDR)/Accounts payee DD/irrevocable Bank Guarantee in favour of “AIIMS Bhubaneswar” from any of the Nationalized/commercial Bank in a sealed envelope on or before the Date of Submission of Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Room No.127, 1st Floor, Academic Block, AIIMS Bhubaneswar-751 019 and its legible scanned copy must be uploaded in the E-Tendering Solution.

AIIMS Bhubaneswar will not pay any interest on EMD amount to bidder. The EMD of the successful bidder shall be returned after the receipt of Performance Security Deposit and in case of unsuccessful bidders the same will be returned after award of the contract. The EMD of a Bidder will be forfeited, if a bidder withdraws bid after opening of Technical Bid/ misrepresents facts or submit fabricated/ forged/tampered/altered/manipulated documents.

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 bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD BG should cover the liability period from last date of bid submission and should be valid for a minimum period of 180 days and claim date should be two months from expiry of BG validity period.

1.6.2 **Exemption:** Firms registered with NSIC (for sale of Medical Equipment/item/Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted

from EMD. However, the respective departments/ 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):

Due to ensuing Corona pandemic situation throughout the country, local representative of the prospective bidders may send their representation on or before 31.03.2023 at 3.00 PM 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).

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. stokee_anup@aiimsbhubaneswar.edu.in & spo@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 and AIIMS, BBSR website

(ii) At any time till **7 (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 the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till 7 (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 2 (Two) parts online:

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-V.
- 1.10.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, & labour 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 for all the items, the bid shall be treated as unresponsive and will not be considered.
- 1.10.2.5 The L-1 Bidder will be selected item-wise. One bidder may participate in any or all of the required items.
- 1.10.2.6 After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for the item subject to M I I preference clause.
- 1.10.2.7 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 Document in original:

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Supply, Installation & Commissioning of *item* 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** (as mentioned at 1.6 above)
- b. Undertaking** for acceptance of all Terms & Conditions as per **Annexure- II**.
- c. Notarised affidavit** on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-III**
- d. Manufacturer's Authorization form** in Company letter head. (**Annexure-IV**)
- e. List of items with Deviation Statement** if any (**Annexure-VI**)
- f. Annual Turn Over Certificate** as per **Annexure-VIII**.
- g. Performance Certificate** as per **Annexure-IX** along with supporting documents.
- h. Details of Make & Model of item & Country of Origin** without mentioning price.
- i. Technical Literature/ Catalogues & documents** that are technically relevant and supportive to the bid.

1.11 Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to be 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 The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 04.06.2020 & 16.09.2020. As per said orders Bidders/Contractors are divided into three categories based on Local Content. 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 20%, 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.

The 'Class-I Local Supplier'/ 'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be.

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.

Bidders have to submit self-declaration of their local content and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate in this tender.

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 as per Make in India will be exercised as follows:

(a) If the Goods are Not Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

(b) If the Goods are Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

(c) Where contract is to be awarded to multiple bidders:

In Bids where contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:

If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I Local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

In Bids, other than the sufficient local capacity and competition for the item to be procured, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Suppliers'/'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I Local supplier' within the broad policy guidelines.

1.12.3 This tender will also be regulated under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and Start-up Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications. The condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy & Promotion) subject to

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

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

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

1.14. Bid Opening:

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised 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 same time.

1.15 Evaluation of Bid :

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for the particular item. A bidder may participate in any or all of the required items but L-1 will be decided item-wise. Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.12.2 above.

**Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar**

2.0 **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-IV**”.

Bidders are required to quote strictly as per specifications of the various Printer **Cartridges and Drums**. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure-VI**.

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

- 2.3 The model of the item offered should be brand new and should not be refurbished or obsolete, out of production for at least 10 years on the date of supply.
- 2.4 **Qualified Bidders are required to arrange a demonstration of the item, if required by evaluation committee.** Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
- 2.5 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 item under the conditions prevailing in India.
- 2.6 **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 item/goods, 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.

2.7 **DELIVERY OF THE GOODS:**

- 2.7.1 The Delivery of Cartridges 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.

- 2.7.2 The firm will be bound to supply the item(s) within **30 days** from the date of PO/SO. 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.
- 2.7.3 If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage charges at the rate of 0.5% per week or part thereof shall be levied subject to maximum of 10% of the total order value. Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.
- 2.7.4 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.
- 2.7.5 The firm shall supply the item with proper packing and marking for transit so as to be received at destination free from any loss or damage.
- 2.7.6 The **cartridges** should be adequately covered under transit insurance at the risk and cost of the bidder.
- 2.8 Option clause:** The purchaser reserves the right to place orders for additional quantity up to 30% of the originally contracted quantity at any time at the same rate and terms of the contract during the currency of the contract.
- 2.9** The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment/item.
- 2.10 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.
- 2.11 PAYMENTS :**
- 100% payment of the total order value shall be released after the successful delivery of cartridges in acceptable condition & on furnishing of Performance Security.
 - For processing the payment, the supplier has to submit three copies of Invoice along with receipted challan copy, Installation Report duly counter signed by the user department and other relevant papers like Lorry Receipts etc.
 - All payments shall be made in Indian Rupees only.
- 2.12 PERFORMANCE SECURITY DEPOSIT:**
- 2.12.1 The successful Bidder will be liable to deposit 3% (subject to change as per Govt. order) of value of the Contract / Purchase Order as Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Irrevocable Performance Bank Guarantee” or Fixed Deposit Receipt(FDR) or Accounts payee Demand Draft(DD) (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank. These instruments are subject to verification from issuing bank before its acceptance by the authorities.

- 2.12.2 The Performance Security should be valid for 14 months from date of supply, which is refundable after 2 months of expiry of the contract subject to successful fulfilment of terms and conditions and on receipt of requisite “No Dues Certificate” from the concerned Departments /authorities.
- 2.12.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.13 DISPUTES AND ARBITRATION:

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

2.14 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.

2.15 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.

2.16 OTHERS:-

- 2.16.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of the item.
- 2.16.2 At the time of awarding the contract, the tendered quantity can be increased or decreased by 30 per cent for ordering if so warranted.
- 2.16.3 The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhubaneswar. If it is found that the firm has given sub- contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.
- 2.16.4 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.

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

2.17 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.

2.18 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 otherwise 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 behaviour 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.
- 2.19 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.

- 2.20 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.
- 2.21 The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Seal & Signature of Bidder

3. Technical Bid (Specification) :

Name of the e-Tender : Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

3.1 Schedule of Requirements:

The institute requires various Printer Cartridges and Drums to be used by the Engineering Department. The cartridges are to be delivered within 30 days from placing of Purchase Order at the Central Store of AIIMS Bhubaneswar at the quoted/ negotiated price without any additional cost to the institute as per specifications given below.

3.2 SPECIFICATIONS OF Cartridges/Drum:

Item No.	Description
1.	Original Printer Cartridge HP88A
2.	Original Printer Cartridge HP78A
3.	Original Printer Cartridge Canon 051
4.	Original Canon 051 Drum

4. Technical Bid (Submission Format):

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

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
1	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
2	PAN No. (enclose the self-attested copy of PAN Card)		
3	GST No. (enclose GST Registration Certificate of the firm)		
4	Bid Covering Letter in Company Letter head.		
5	Details of Bidder in Company Letter head. (Annexure-I)		
6	Compliance of all terms & conditions in Letter head. (Annexure-II)		
7	Undertaking for Eligibility in Rs.10 Non-judicial Stamp paper. (Annexure-III)		
8	Bid Security- Rs. 50,000/- FDR/BG No.....Date.....		
9	Firms registered with NSIC for Sale of same or similar item 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.		
10	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).		
11	Bank Details : 1. Beneficiary Name,2. Bank Name,3. Account No,4. IFSC Code ,5. Branch Address :		
12	Income Tax Return for the last Three years. Relating to Financial year 2019-20,2020-21 & 2021-22		
13	Annual Turn Over (Annexure-VIII)		
14	Manufacturer's Authorization form in Company letter head. (Annexure-IV)		
15	Financial Bid (Annexure-V) to be submitted online.		NIL
16	List of items quoted with Deviation Statement (Annexure-VI)		
17	Performance Certificate (Annexure-IX)		
18	Literatures/ catalogue pertaining to technical details, makes/brands of the equipment/item with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
19	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 in Company Letter head to be submitted by Manufacturer. (Annexure-X)		
20	Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM) <i>N.B. The bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt suitably.</i>		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
21	Copy of Certificate of Registration with Competent Authority in case of a bidder is from country sharing land border with India.		
22	Confirmation for submission of Manual Documents as per tender document Para 1.10.3 in original..		
23	Any other document as per tender document and / or any		

Signature of the bidder with seal

Bid Covering Letter

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

Reference No.

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

Having examined the above mentioned Tender Document, I/we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid for the supply of *Printer Cartridges* 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.

OR

We are submitting this bid as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-III (OEM's Authorization).

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/item and where the production methods, quality control, and testing of all materials and parts manufactured or used.

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. _____ (Rupees _____ in words) in form of FDR/BG/DD No. _____ in stipulated format and other documents as required under this bid.

Signature of the bidder with seal

Details of Bidder
(To be submitted on bidder's Letter head in Technical Bid)

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

GENERAL INFORMATION ABOUT THE BIDDER				
	Name of the Bidder			
	Registered address of the Firm			
	State	District		
	Telephone No.	E-mail ID		
	Website address if any			
Two Contact Persons Details				
	Name		Designation	
	Tel. No./Mobile No.		Email ID	
	Name		Designation	
	Tel. No./Mobile No.		Email ID	
Communication address				
	Address			
	State	District		
	Telephone No.	Email		
	Website			
Two Contact Persons Details for Authorized stockiest/dealer (only if Bidder is a manufacturer)				
	Name		Designation	
	Telephone No.		Mobile No.	
	Name		Designation	
	Telephone No.		Mobile No.	
Type of the Firm (please tick ✓)				
	Pvt. Ltd. Company		Public Ltd. Company	
	Partnership		Society	
	Registration No. & Date of Reg			
Nature of Business				
	Manufacturer			
	Direct Importer			
Name designation and address of the person(s) responsible to the Company as per Sec.34 of D & C Act 1940				
	Name		Designation	
	Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender.			Yes/No
	Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities.			
	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a. Name of the Bank : b. Full address of the Branch concerned : c. Account no. of the bidder : d. IFS Code of the Bank :			

Signature and seal of the Firm/organization

Place:

Date:

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

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-751019 to supply the approved awarded Equipment/items in the approved prices to AIIMS Bhubaneswar.
3. The Equipment/item/Instruments/Apparatus/ shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment/item, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to supply the Equipment/item/ during the validity of tender as per directions given in supply order within stipulated period positively.
6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
7. If I/We fail to supply the Equipment/item/ in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
8. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. Performance security of 3% (subject to change as per Govt. order) of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 14 months from date of supply).
10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt.

Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/item/ at the prices and rates not exceeding those mentioned in the Financial Bid.

12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment/item/ by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I/we have necessary infrastructure for the maintenance of the equipment/item/ and will provide all accessories/spares as and when required during warranty period as well as CMC period.
15. I/we undertake to get the defected cartridges replaced within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs.500/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 62 (Sixty Two) months.
16. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM Seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).
I/we undertake that **“the equipment/item in tender will be boarded on GeM as and when the item or service gets listed on GeM”** as a registered supplier in GeM.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

ELIGIBILITY DECLARATION*(To be executed on Rs.10/-Non-Judicial Stamp Paper duly attested by Public Notary)***Name of the E-Tender:** Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.**e-Tender No:** AIIMSBBSR/Cartridges/2022-23/38

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/ organisation 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.
- 6 I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

Signature**(Name)**

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Manufacturers' Authorisation Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation 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.)

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

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 authorise (***Insert Complete Name of Bidder***) to submit a bid the purpose of which is to provide the following equipment/item, manufactured by us (***insert name and or brief description of the equipment/items***), and to subsequently negotiate and sign the contract.

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

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

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

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

Duly authorised to sign this authorisation of behalf of: (***insert complete name of manufacturer***)

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

Financial Bid**(Not to mention the Price. Price only to be quoted in online BOQ)**

Sl. No	Description of item	Quantity in Nos.	Rate Per Unit	GST (%)	Total Amount (including GST)	Make/ Model	Year of Manufacture:	Country of Origin:	Certification (US-FDA/ CE/ ISO/BIS/ISI)
1	Original Printer Cartridge HP88A	330	—	—	—				
2	Original Printer Cartridge HP78A	290	—	—	—				
3	Original Printer Cartridge Canon 051	360	—	—	—				
4	Original Canon 051 Drum	300	—	—	—				

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 brand new **Cartridges/Drums** of requisite quality.
4. That the item will be delivered within 30 days from date of Supply 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.

Date:

Place:

List of items quoted and Deviation if any

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

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

Items Quoted	Tender Specification	Deviations	Remarks (including Justification)

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Note :

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

Form of Performance Guarantee / Bank Guarantee Bond

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

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

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar

to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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

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

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

ANNUAL TURN OVER STATEMENT

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S_____ who is a manufacturer/bidder for various Cartridges/Drums as per audited Financial Statements are given below and certified that the statement is true and correct to the best of our knowledge and belief.

Sl.No.	Financial Year	Turnover in Crores (Rs) both in figures & words
1	2019-2020	
2	2020-2021	
3	2021-2022	

Date:

Place:

Signature of Auditor/Chartered Account:

(Name in Capital):

Seal

Membership No:

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

Name of the E-Tender: Supply of various Printer Cartridges and Drums at AIIMS, Bhubaneswar.

e-Tender No: AIIMSBBSR/Cartridges/2022-23/38

Performance Statement Form

Name of the Firm.....

Financial Year	Order placed by (Full address of Purchaser)	Order No. & date	Delivery Challan/ Bill No. & Date
2018-2019			
2019-2020			
2020-2021			

Signature

Seal of the Firm/organization

Place:

Date:

Note: Documents to be attached in support of the above.

Format for Self-Certification under Preference to "MAKE IN INDIA" Policy**CERTIFICATE****Tender Ref.:** AIIMSBBSR/Cartridges/2022-23/38

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No.: P-45021/2/2017-PP(BE-II) dt. 16.09.2020 as amended from time to time along with clarifications/amendments and other references as issued from time to time, we hereby certify that we

M/s _____ (supplier name) are supplier meeting the requirement of **Minimum Local content** as per below declaration.

(Class-I Supplier (50%) or Class-II Supplier (20%) or Non-Local Supplier (Less than 20%))

As defined in above orders/circulars/clarifications/amendments for the material against GeM Bid/Tender No. _____

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

We have also read the clarification issued vide Circular No: P-45021/102/2019-BE-II-Part (1) (E-50310)

Dtd: 04.03.2021 (local content (in %) is not included services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC, etc.) and any other subsequent circular/amendment/order as issued by competent authority.

Total Value of local content (The Amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured *(excluding net domestic indirect tax) minus the value of imported content in the item (excluding all custom duties) as a proportion of the total value, in percent*) for offered Product(s)/item(s)/service is as per below declaration.

Accordingly, we declare to be (Tick One)

a. Class-I Supplier (50% or more local content)

☐

b. Class-II Supplier (20% to 50% local content)

☐

c. Non Local Supplier (less than 20% local content)

☐

County of origin of offered Product(s): _____

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

Seal and Signature of Authorized Signatory

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.gov.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.gov.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.

3. 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