



अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Bhubaneswar

Website: www.aiimsbhubaneswar.nic.in

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

E-TENDER DOCUMENT

Name of the e-Tender: ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar.

Notice Inviting e-Tender

E -Tender No. 11048/128/AIIMSBBSR/MSO/2023-24/05

Dated: 20-05-2023

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through E-procurement solution portal of AIIMS Bhubaneswar (<https://eprocure.gov.in/eprocure/app>) on mutually agreed terms and conditions and satisfactory performance for the **ABG Machine on Reagent Rental Basis for various departments** at AIIMS Bhubaneswar for five years at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every 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 dated 04 Jun 2020 of MoC&I (DIPP) & order vide F.No.6/18/2019-PPD dated 23 Jul 2020 of Ministry of Finance, Govt. of India. Condition of prior turnover and prior experience may be relaxed for startups (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 the Helpdesk.

The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.

E-Mail : support-eproc[at]nic[dot]in,

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E-TENDERING SCHEDULE

Name of the e-Tender : ABG Machine on Reagent Rental Basis 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
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 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	To be downloaded from website hence no cost applicable.
Cost of Bid Document	: Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	: Rs. 2,30,000/- (Rupees Two Lakh Thirty Only)
Validity of Bid	: 180 (One Hundred Eighty) days from the last date of bid submission.
Performance Security	: 10% (Ten Percentage) of contract value
Validity of Performance security	: The performance security shall remain valid for a period of 05 Years 02 months from the date of Agreement.
Pre-Bid Venue	: All India Institute of Medical Sciences, Sijua, Patrapada, Bhubaneswar-751019.

2. Important Dates

Issue/Publishing Date	: Dt. 20-05-2023
Document download start date	: Dt. 20-05-2023
Date and time & venue of pre-bid meeting	: Dt. 02-06-2023 at 03:00 PM Venue- Board Room-I, Academic Block, AIIMS Bhubaneswar, Sijua, Odisha-751019
Start date and time of submission.	: Dt. 07-06-2023 at 03:00 PM
Closing date & Time of Submission.	: Dt. 28-06-2023 at 17.00 PM
Date & time of online Technical Bid opening.	: Dt. 03-07-2023 at 15.00 PM
Date & time of opening of Price Bid	: Will be informed to the Technically qualified Bidders (through website only).

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
01	ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar	10 Nos.	Rs. 2,30,000/-

The bidder needs to deposit the EMD amount as mentioned above in the form of FDR (duly endorsed by the issuing bank in favour of AIIMS Bhubaneswar) or Bank Guarantee in favour of “**AIIMS Bhubaneswar**” and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the EMD should be submitted in sealed envelope in the Tender Box kept in the **Director’s Mini Board, 1st Floor, Admin Block, AIIMS Bhubaneswar -751 019** on or before the Date and Time of Submission of e-Bid.

The FDR or BG submitted as EMD are subject to verification from 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 blacklisted and shall be debarred from participating in future 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 will be returned after award of the contract. **AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidder.**

Exemption: Firms registered with NSIC (for sale of Medical Equipment/Instrument/ Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective departments/ firm have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

(Exemption of EMD would be granted as per the GFR, Govt. of India rules /guidelines issued time to time. However, firm needs to submit documentary evidence for such claim.

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.

Pre-Bid Conference:

All the prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS Bhubaneswar **on 02-06-2023 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).

Due to ensuing Corona pandemic situation through out 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 of by the tender committee in consultation with the user department.

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. aso.dkmahana@aiimsbhubaneswar.edu.in sp_helpdesk@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.

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, tender wizard 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.

Sr. Procurement-cum Store Officer (i/c)
AIIMS Bhubaneswar

Two Bid System Terms & Conditions:

The tender shall be submitted in 2 (Two) parts online:

- (i) **Technical Bid:** All required documents submitted to be online.
- (ii) **Financial Bid:** The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.

(iii) **Manual Submission of Following Documents in Original:**

The following documents are to be sent to AIIMS Bhubaneswar-751019 (Tender box kept in the Director's **Mini Board, 1st Floor, Admin Block**) separately in a sealed envelope superscripted as: e-Tender for **ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar**. The sealed envelope should reach on or before last date & time of submission of e-Tender. i.e before the due date of submission of online bidding.

- a. **EMD: original copy of EMD.**
- b. Undertaking for acceptance of all Terms & Conditions (**Annexure- I**).
- c. Notarised affidavit on Indian Non judicial stamp paper of Rs.10/- as per (**Annexure-II**)
- d. Details of Make, Model of items, Country of Origin without mentioning price.
- e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- f. Manufacturers Authorisation certificate in case of authorised distributor of OEM (**Annexure- III**)
- g. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-IV**)

(i) Technical Bid (Specification):

e-Tender Name: ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar.

Specification:

SNo.	Specification	Remarks
1	Fully automatic, upgradeable, fast electrolyte & Blood gas analyzer.	
2	Essential Measured parameters; pH, pCO₂, pO₂, SaO₂ with co-oximetry, tHb, Lactates/ Glucose, Na⁺, K⁺, Ca⁺⁺, Cl⁻, Magnesium. All these parameters should be measured simultaneously.	
3	Calculated parameters should include BE, BE ecf, HCO ₃ , Anion Gap etc.	
4	Sample volume-less than 150 micro litre	
5	Fast analysis time – less than 60 sec.	
6	Maintenance free electrodes with individual electrodes ON/OFF facility.	
7	Fully automatic liquid calibration of all parameters at user-defined intervals without the use of Gas calibrated reagents, external gases, tanks or regulators.	
8	Continuous reagent level monitoring with graphic display.	
9	Data display on well-illuminated, adequate size screen display.	
10	Data print out on built in thermal printer	
11	Built in auto Quality control facility	
12	Suitable UPS with at least 30 min backup	
13	Cost Per Sample to be quoted for comparative evaluation	
14	No Separate cost for control, calibrator should be quoted or charged	
15	CMC & Warranty or any kind of breakdown will be the sole responsibility of Bidder/ Seller	
16	Reagents/ Cartridges to be provided with shelf life of minimum 30 days and 500 test to be used in a single equipment	
17	Stand by blood gas cum electrolyte analyzer in case of breakdown	
18	Should have local service facility	
19	Guarantee to supply spares for minimum 10 years	
20	It must be UF-FDA /European CE with four digit notified body number/ BIS/ ISO approved and certificate to be submitted.	
21	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet.	

Technical Bid (Eligibility Criteria):

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
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	GST Registration Certificate showing clearly GST no. of the firm		
F	Bid Security- Rs. 2,30,000/- FDR/BG No.....Date.....		
G	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address:		
H	Income Tax Return for the last Three years. (Note: The condition of prior turnover and prior experience may be relaxed for startups (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.)		
I	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant) (Note: The condition of prior turnover and prior experience may be relaxed for startups (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.)		
J	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 accordingly.</i>		
K	Firms registered with NSIC (for sale of Medical Equipment / Instrument /Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
L	Whether the firm is a registered firm under MSEs, SSI or NSIC (attached copy of certificate). MSME 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.		
M	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 of MoC&I (DIPP), Govt. of India, and The condition of prior turnover and prior experience may be relaxed for startups (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.		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
N	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
O	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.10/- that (i) no police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency). (Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization. (ii) 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. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
P	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 05 (Five) years.		
Q	Whether the item quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annexure-IV)		
R	Have you previously supplied these items to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure - V) The purchase order copies of any with price to supplied any Govt / PSU/INIs Institute /reputed private Hospital same & similar items may be enclosed in bid documents.		
S	The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed		
T	Financial Bid as per Annexure – VI (to be submitted online Only)	-----	-----
U	Price of Consumables as per Annexure – VII (to be submitted online Only)	-----	-----
V	Manual Submission of Documents in Original as per Terms of Two Bid Systems in Clause no – (iii)		
W	Any other information, if necessary		

(ii) FINANCIAL BID:

1. The Rates are to be quoted in the given format as per “**Annexure- VI and VII**”
2. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation and GST etc.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. After due evaluation of the bids Institute will award the contract to the responsive tenderer who has quoted the lowest total price including GST for all the types of tests mentioned in the financial bid based on cost per test multiplied by weightage of test loads. Taxes has to be mentioned clearly in percentage including GST.

Sr. Procurement-cum Store Officer (i/c)
AIIMS Bhubaneswar

GENERAL TERMS AND CONDITIONS:

A. Validity of Tender: The validity of the Tendered Bid shall be for 180 days from the date of opening of the bid.

B. Qualified Bidders are required to arrange a demonstration of the equipment, 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.

After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted **the lowest price**.

C. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the original manufacturer concerned in the format given at “**Annexure-III**”.

D. The model of the item offered should not be obsolete / out of production for at least 05 years from the date of installation and commissioning of the Equipment and it should not be refurbished one.

E. Onsite Maintenance including Spare parts & Labour.

I. The Bidder will maintain the **ABG Machine on Reagent Rental Basis** at AIIMS, Bhubaneswar for a period of 05 (five) years. Any cost of maintenance within the contract period will be borne by the successful bidder. Periodic Preventive Maintenance should be ensured by the successful bidder. If the breakdown period exceeds down time allowed, the successful bidder has to bear the loss incurred to AIIMS Bhubaneswar.

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

III. During the contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).

If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.

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

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

V. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 x 7 x 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier. The firm will be required to pay a penalty of Rs. 500/-(Five Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the

downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm

VI. The supply of Equipment/Goods/Stores/Articles should be brand new and supply should be made in good condition at the AIIMS, BBSR site by the bidder at their own cost (i.e., F.O.R. to AIIMS Bhubaneswar). Reagents and chemicals should also be supplied in good condition at the Central Stores of AIIMS Bhubaneswar by the bidder at their own cost.

VII. 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. The supplied items having less than the said expiry period to AIIMS Bhubaneswar shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/ Expiry of such items shall be replaced by the Bidder on free of cost.

VIII. 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.

IX. Both on large and smallest units (Bottle/Strips/pack) of the Reagents & Chemicals / consumable kits, it is mandatory to Print/ Sticker / stamp in indelible ink on label / packets / cartons **"Not for sale / for use by AIIMS Bhubaneswar only"** & No Price Should be quoted/printed on the Label. Cases wherein quoting of price cannot dispensed with, it should be covered in indelible ink.

X. The bidder will give an onsite guarantee/ warranty/Contract for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a **performance bank guarantee @ 10% of contract value** for the period of Contract period 02 (Two) months indemnifying the AIIMS against all losses incurred by the AIIMS during the warranty/maintenance /Contract period. This has to be submitted after satisfactory installation. The PBG should be valid for a period of at least 62 months form date of installation.

XI. **Fall Clause:** If at any time during the execution of the contract, the Contractor/ Manufacture/ Distributor/Dealer reduces the sale price or sells or offers to sell such stores, 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/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhubaneswar. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhubaneswar by the Bidder or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

XII. 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.

F. Bidders are required to quote strictly as per specification of the equipment/Apparatus/Reagents & Consumables. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.

G. Additional features (in case of equipment), if any, should be listed separately in the offer.

H. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.

I. 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 a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment

J. DELIVERY OF THE SUPPLIES/STORES/EQUIPMENT: -

I. Delivery of Reagent & Chemical / consumables shall be **F.O.R to AIIMS Bhubaneswar**. The AIIMS Bhubaneswar is not liable for payments on account of Freight/Taxes/Insurance etc., which are to be paid inclusively by the suppliers.

II. The firm will be bound to Install & Commission of the Equipment within 30 days from the date of issue of LoA/PO/SO/Contract for indigenous items & 90 days for imported items. Thereafter suitable action as deemed fit, will be initiated. The hospital 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.

III. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, the total quantity should be completed within given delivery period. Hence, Part billing is strictly prohibited.

V. The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of AIIMS, Bhubaneswar, should the situation arise.

VI. All the goods ordered shall be delivered within 4 weeks from the date of issuing purchase order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. No extra charge for packing, forwarding and insurance etc. will be paid on the rate quoted. If required, training would be done by the technical experts of the suppliers free of charge at AIIMS, Bhubaneswar.

K. INSPECTION OF SUPPLIES: -

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

L. PAYMENTS: -

Order shall be issued for tentative **Quarterly / Six months** requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no

extra payment shall be made by AIIMS Bhubaneswar.

The bills raised by the selected tendering Firm/Agency/Company should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm.

The details of the item needed is mentioned in Financial Bid but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhubaneswar. The payment would be made for actual supply taken and no claim in this regard should be entertained.

M. OTHERS: -

Tenderer 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 Executive 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 Tenderer shall be forfeited by AIIMS Bhubaneswar.

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 in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Stores/ Goods/ Items at AIIMS Bhubaneswar.

N. PACKING & MARKING OF SUPPLIES:-

The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage.

O. 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.

P. POWER TO IGNORE MINOR DEVIATION: -

AIIMS, BBSR reserves the right to ignore any trivial nature of deviation 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 as felt necessary. However, the bidder cannot 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.

Q. 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.

R. PERFORMANCE SECURITY DEPOSIT: -

The successful Bidder will be liable to deposit **10% of contract value as Performance Security** Deposit in favour of “AIIMS Bhubaneswar” by way of “Performance Bank Guarantee/FDR” from anationalized /Commercial Bank (refundable after expiry of the contract period/or after the completion of 05 (Five) years contract period + 2 (Two) months valid for 62 months from the date of installation of Equipment, subject to successful fulfillment

of terms and conditions, on receipt of requisite No dues certificate from the concerned Departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

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”**.

S. 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 CPPP.
- (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.

T. 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 to otherwise 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.

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.

The Executive Director, AIIMS Bhubaneswar, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Seal & Signature of Bidder

Name of the E-Tender: ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar.

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-751019 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhubaneswar.
3. The articles shall be 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, 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. Performance security **10% of contract value** shall be deposited by me/us in the form of FDR/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. for 62 months from date of installation).
6. 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.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
8. If I/We fail to supply the stores in stipulated period the AIIMS Bhubaneswar has full power to compound or forfeit the Bid Security/security deposit.
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 undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Bhubaneswar, India.
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 that the items supplied are as per Make/Model /Catalogue/ technical literature description.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. 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 Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Reagents at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
16. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS failing which a penalty at the rate of 500/- per day from pending bill/Bank Guarantee before releasing the same to us after 62 (Sixty Two) months.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

ANNEXURE – II

Name of the E-Tender: ABG Machine on Reagent Rental Basis at AIIMS, Bhubaneswar.

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 is 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 by any Government authority/ organisation.
4. 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.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

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.

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

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

To. : insert Complete name and address of Purchaser

WHEREAS

We (***Insert Complete name of Manufacturer***), Who are official Manufacturers 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 Goods, manufactured by us (***insert name and or brief description of the Goods***), and to subsequently negotiate and sign the contract.

We accept the warranty / Guarantee condition mentioned in the tender documents of 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 on behalf on: (***insert complete name of Bidder***)

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

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Technical Bid Specifications (parameter wise).

Specification	Deviations	Remarks (including Justification)

Note:

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

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

Performance Statement Form

Name of the Firm.....

S.No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order	Have the items been Supplied satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder.....

Place:

Date:

Note: Documents to be attached. (i.e PO Copies of earlier supplies made to any AIIMS, Govt. Hospital / Reputed Pvt. Hospitals for same / similar type of equipment on Reagent Rental basis)

Financial Bid (Part –I)

S No	Item Description	Tentative Annual Requirement (Samples)	Pack Size of the Kit	Cost per sample (Including all the consumables to be used with testing kits)	GST %	GST Amount	Net Cost Per Sample (including GST)	Total Cost for Tentative Annual Requirement (Including GST)
A	B	C	D	E	F	G= (E x F)	H= (E+G)	I = (C x H)
01	Consumable kit required to run a sample for Essential Measured parameters; pH, pCO ₂ , pO ₂ , SaO ₂ with co-oximetry, tHb, Lactates/ Glucose, Na ⁺ , K ⁺ , Ca ⁺⁺ , Cl ⁻ , Magnesium. <i>(All these parameters should be measured simultaneously)</i>	73,000 Samples	Up to 500 Samples per Kit					
Total Cost Per Sample for Annual Requirement (Including GST)								
Make :								
Model :								
Manufacturer Name & Country of Origin:								
Certification of Equipment : (i.e. USFDA /CE /BIS/ISO etc)								

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. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. Total 10 (Ten) number of Equipment's should be delivered and installed at various places with in AIIMS campus as desired by the Institute.
5. That the equipment will be delivered within 30 days of NOA for indigenous equipment and 90 days for imported equipment.
6. Further, the consumables will be delivered with in 30 days of Purchase order.
7. That onsite unconditional warranty is 05 years.
8. That I/We undertake that the information given in this tender are true and correct in all respects.
9. L-1 will be decided on the basis of cost arrived as per Part-I of Financial bid after taking expected test load on average for calculation. The part-II should be filled up properly for future reference and placing of purchase order to L-1 bidder.

Signature of the bidder with seal.

Date:

Place:

Financial Bid (Part –II)**Details of Consumables required for ABG Machine for running tests specified in Column – B in Financial Bid (Part-I):**

S No	Name of Consumables	Pack Size of the Consumables	Cost of Consumables as per Pack size	Nos. of Test / Pack	GST %	Net Cost (including GST)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

* The above quote should include all applicable taxes.

Note – 1. All above consumables should be part of kit quoted in Financial bid (Part-I).

Note – 2. L-1 will be decided on the basis of cost arrived as per Part-I of Financial bid after taking expected test load on average for calculation. The part-II should be filled up properly for future reference and placing of purchase order to L-1 bidder.

Signature of the bidder with seal.

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

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

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

REGISTRATION ON CPP PORTAL:

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.

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

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.

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.

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.

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

SEARCHING FOR TENDER ENQUIRY DOCUMENT

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

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender 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.

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

PREPARATION OF BIDS

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

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.

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.

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.

SUBMISSION OF BIDS

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.

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

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

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.

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.

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.

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.

ASSISTANCE TO BIDDERS

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.

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.

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Executive 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, installation & commissioning 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. (Rupees only)
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 the day 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)