

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203



Tender for Automated ESR analyser

(Test per cost)

at AIIMS Rishikesh

Ref. No.	:	24/RC/ESR Analyser/760/2024-RISH (ADMN)
Publishing Date	:	10/10/2024
Pre-Bid Meeting	:	17/010/2024
Bid Submission Start Date	:	10/10/2024
Last Date of Bid Submission	:	01/11/2024
Bid Opening	:	02/11/2024

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

TENDER NOTICE
For
Automated ESR analyser
(Test per cost) at AIIMS Rishikesh

Dated:10/10/2024

1. E-tenders on Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributor/dealers for providing Automated ESR analyser on Test per cost basis for a period of Two + One (02+01) years, at AIIMS Rishikesh.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Hard Copy of tender fee etc. must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission as mentioned above. Bid without tender fee will be summarily rejected. Scanned copy of Tender fee should be attached with technical bid.
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed stamped by authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> or AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of enclosed document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any deviation.
10. The pre bid conference would be held in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

Procurement Officer
AIIMS, Rishikesh

NOTICE INVITING TENDER**Department of Pathology**

The Executive Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer/distributor/ sole agent, having capacity to provide consumables to be procured for AIIMS, Rishikesh for a period of two years through open tendering system extendable up to 01 year depending upon the performance.

Name of work & file reference	24/RC/ESR Analyser/ 760/2024-RISH (ADMN) Rate Contract for Automated ESR analyser on reagent Test per cost Basis	Remarks
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	Rs. 25000	In the form of BG/ FD
Turnover	Rs. 4 lacs	Average of last three FY (2020-21, 21-22, 22-23)
Security Deposit	<u>03% of Annual value of contract</u>	In the form of FD, BG, TD, CD

Last date for submission/receipt of tender(s) is up to _____ at _____ and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on _____ at _____ in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email 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 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 bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No.: Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 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 document.
- Bidder has to select payment option as “offline” to pay tender fee as applicable and enter details of instrument.
- 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.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid Tender No. Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 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 document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

Note:

- **As per clarification sought from ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, “Traders/Sole Agents/ Distributers are excluded to avail the facilities/ Benefits extended under the Public Procurement for Micro and Small Enterprises (MSMEs)**

Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.

Conditions of Contract

Terms & Conditions:

1. Selection Criteria:

- a) The tenderer shall quote the cost of all the tests included in our NIT. The cost per test should include all the charges of chemicals, reagents, controls, calibrators, cleaning solutions other consumables if any.
- b) L1 will be decided on individual test basis.
- c) If at any stage it is found that bidders have included any hidden costs such bid/contract shall be liable to outright rejection.
- d) Company will ask for the tests done during the entire month, and generate bill accordingly after confirmation from the Department. QC samples as well as sample run during validation will not include in it.

1. Supply of reagents: The reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS, Rishikesh within 30 days.

The rates of reagents will be fixed for a period of three years, any other parts / consumable other than reagents will be borne by the successful tenderer. Regular supply of the required consumables will be responsibility of supplier; no extra payment will be made for this.

2. Analyser must work without break. In the event of break down cost of investigation got done from outside will borne by the supplier. To maintain uninterrupted services at the Institute, company can kept the back up equipment in the lab.

3. Contract may terminate at any time without any prior notice if service of tenderer is not found satisfactory.

4. The Equipment shall be a newly manufactured one and not a refurbished item. Certificate from the manufacturer should be enclosed depicting that the equipment supplied is newly manufactured.

5. The period of Contract between the successful bidder and the Institute shall be fixed for (2+1) years and successful tenderer shall maintain the equipment for the period of Contract; any cost of maintenance including the spares shall be borne by the successful tenderer.

6. Maintenance: The Bidder will maintain the Fully Automated ESR Analyzer for a period of three years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful tenderer has to bear the loss incurred to the AIIMS, Rishikesh.

2. Validity: The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

3. "PRE –BID Meeting" with the intending bidders shall be held on from 03:00 PM. onwards at AIIMS, Rishikesh. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Rishikesh, within 48 hours after the pre-bid meeting.

4. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

5. Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 15th June 2017 and F.No. Z.28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

6. Minimum local content: The minimum local content shall ordinarily be 25% as per Government of India Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage. (Annexure-III).

7. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.

8. The bidders are required to submit the following annexure in compliance of public procument (Preference to Make in India) order, 2017:

i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).

9. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DTPP) order No. P-45021/2/2017-B.E.-II dated 15th June 2017.

10. Delivery and Installation:

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Rishikesh within **60 days** from the date of issue of supply order.

ii) For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Rishikesh within **90 days** from the date of opening of Letter of Credit for shipment.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at AIIMS Rishikesh. The goods should be manufactured after adoption of latest technology.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely of the goods and performance of services, the supplier shall promptly inform the AIIMS, Rishikesh for extension of the delivery schedule accordingly. On receiving the supplier's communication, the AIIMS, Rishikesh shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value. of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

8. Signing the Contract: - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs.one Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

9. Performance Security: As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to **2 months of order** value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of “All India Institute of Medical Sciences, Rishikesh” Payable at Rishikesh drawn on any Nationalized Bank/Scheduled Bank and payable at Rishikesh within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

10. Incidental Services: The supplier shall be required to perform the following services: -

- a. Installation & Commissioning, Supervision and Demonstration of the goods.
- b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c. On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
- d. Supplying required number of operation & maintenance manual for the goods.
- e. To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.

11. Accessories & Consumables: The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.

12. After Sales Service: After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

13. Inspection:

- a. AIIMS, Rishikesh shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- b. AIIMS, Rishikesh right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Rishikesh prior to the goods shipment.
- c. The Executive Director, AIIMS Rishikesh shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

14. Documents:

- a. **All pages of the Tender should be numbered and indexed.**
- b. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose, the bidder shall also provide a clause-by-clause commentary on the technical specification and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

c. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

15. Manufacturer Authorisation: The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted.

16. The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).

17. The successful bidder will be required to submit order copies of the supply of the equipment in Government institutions in last 12 months for rate reasonability purpose.

18. Insurance: - The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. If the equipment's is not commissioned and handed over to AIIMS, Rishikesh within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Rishikesh.

19. GST:

a. If reimbursement of GST is intended as extra over the quoted prices, the supplier must specifically state the same indicating the rate, quantum and nature of the GST applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of GST will be entertained after the opening of tenders.

b. If a bidder chooses to quote a price inclusive of GST and also desires to be reimbursed for variation, if any, in the GST during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of GST included in its price. No claim on account of GST will be entertained after the opening of tenders.

c. Subject to sub clauses (i) & (ii) above, any change in GST upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the supplier. In case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

21. Arbitration: If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

22. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Rishikesh, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

23. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Rishikesh in that event the security deposit shall also stands forfeited.

24. Insolvency etc: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Rishikesh shall have the power to terminate the contract without any prior notice.

25. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

26. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

27. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

28. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

29. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer

30. Conditional bid will be treated as unresponsive and it may be rejected.

31. Demonstration: - AIIMS Rishikesh reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.

32. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Tender for Fully Automated ESR Analyzer (Test per cost basis)

33. Applicable Law:

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh, Uttrakhand only.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Rishikesh. The decision of the Arbitrator shall be final and binding on both the parties.

Force Majeure: Any delay due to Force Majeure will not

1. **Turnover provisions:** -

- a. The tenderers should submit along with the tender, a certified photo state copy of the last three years Annual Accounts with Audited certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of technical bid) and will be declared disqualified in technical evaluation.
 - b. In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
 - c. In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support of its turnover whatever amount is getting short. (iv) There will be relaxation on turnover on *case to case* basis for Start-up firms registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.
1. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
2. **Liquidated damage/demerge:** - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
3. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, **in case of** dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA may be filed before the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Selection Criteria:

- a) Fully Automated ESR Analyser would be rented on agreement basis for three years. The rate of consumables should be quoted in the BOQ and should be valid up to (2+1) years from the date of sign of agreement.
- b) If at any stage it is found that bidders have included any hidden costs such bid/contract shall be liable to outright rejection.

(1). Supply of reagents: The reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS, Rishikesh within 30 days. The rates of reagents will be fixed for a period of two plus one year, any other parts / consumable other than reagents will be borne by the successful tenderer. Regular supply of the required consumables will be responsibility of supplier; no extra payment will be made for this.

1. Analyser must work without break. However, in case of any breakdown, it is advised that firm can keep a backup equipment of same caliber/specification to avoid any delay in patient care, otherwise they have to follow the criteria already mentioned in the document given.
2. Contract may terminate at any time without any prior notice if service of tenderer is not found satisfactory.
3. The Equipment shall be a newly manufactured one and not a refurbished item. Certificate from the manufacturer should be enclosed depicting that the equipment supplied is newly manufactured.
4. The period of Contract between the successful bidder and the Institute shall be fixed for (02+01) years and successful tenderer shall maintain the equipment for the period of Contract; any cost of maintenance including the spares shall be borne by the successful tenderer.
5. Although, this equipment only consumable will be the ESR card reader only.
6. **Maintenance:** The Bidder will maintain the Fully Automated ESR Analyser for a period of (2+1) years, any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the Contract, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds 95%, the successful tenderer has to bear the loss incurred to AIIMS, Rishikesh.
7. In case of any breakdown of equipment, the company will provide a backup machine of same caliber and specification to prevent any delay.
8. **Accessories & Consumables:** The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.
9. **After Sales Service:** After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
10. **Inspection:**
 - a. AIIMS, Rishikesh shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.

- b.** AIIMS, Rishikesh right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Rishikesh prior to the goods shipment.
- c.** The Director, AIIMS Rishikesh shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d.** No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

11.Downtime penalty Clause:

- a.** During, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system is procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.
- b.** The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

Fully Automated ESR Analyser on Test per cost basis

TECHNICAL BID

(Documents to be attached in the “Technical Bid” for Administrative Evaluation)

1.	Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorised dealers/ distributors/Agency.	
2.	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.	
3.	Whether the signature on each page of the tender document and other relevant documents has been made by the bidder or not. (Signature on each page of tender document and other document is necessary)	
4.	Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director)	
5.	Clarification/declaration of Power of Attorney/authorization for signing the bid documents (It is not required in case of sole-proprietorship.)	
6.	PAN No. (Please attach scanned copy of PAN card of firm)	
7.	GST Registration Number. (Please attach copy)	
8.	Please attach certified copy of last three year’s Income Tax Return.	
9.	Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs (4,00,000,-). Submit last three year’s turnover statement duly certified by the Chartered Accountant in the format shown in Annexure- A). b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. d. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not be mandatory</i>)	
10.	Bidders are required to sign “Bid Security Declaration” on firm’s letter head as per format given in Annexure- A(I)	
11.	Please provide a notarized affidavit on non-Judicial stamp paper of Rs. 10/- in the format given in Annexure-1 that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D/GeM rate in last three years . If you don’t fulfil this criterion, your tender will be out rightly rejected.	
12.	Please submit a notarised affidavit on Non judicial stamp paper of Rs. 10/- in the format given in Annexure- 2 that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
13.	Please declare that proprietor/firm/company has never been blacklisted/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised Indian Non Judicial stamp paper in the format given in Annexure- 3.	
14.	Please submit a notarised affidavit for miscellaneous declarations on Non Judicial stamp paper of Rs. 10/- in the format as given in Annexure- 4.	
15.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. (Copy of Invoice)	
16.	Please submit Two performance certificate from your two different customers to whom you have supplied such type of consumables in previous 3 years	
17.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise, your tender will be rejected.	

**Format for Affidavit of Self Certification regarding Local Content
(To be provided on Rs. 100/- Stamp Paper)**

I _____ S/o.D/o,W/o _____,
Resident of _____ do hereby solemnly affirm and declare as
under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Medicine for which the certificate is product.
- iv. Procuring entity to whom the certificate is furnished.
- v. Percentage of local content claimed.
- vi. Name and contact details of the unit of the manufacturer.**
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii. List and cost of inputs which and imported, directly or indirectly.
- xiii. Percentage of local content may also be mentioned by the prospective bidder.

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

Annexure-A

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of (bidding firm name), having its registered office at (full address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl. No.	Financial Year	Turnover (In INR)
1.	2020- 2021
2.	2021- 2022
3.	2022-2023

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency **has not quoted price in this Tender higher than one** at which goods/services were previously supplied to any government Institute/ Organisation/ reputed Private Organisation or DGS&D rate in last three years. If at any stage it is found that the firm (bidder) has quoted lower rates to any Govt./ Private Institute, Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT
(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT
(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of(name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

1. Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure: 5

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorised signatory for this tender

Certificate for Tender

Tender no.: - _____

NIT name: - _____

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

AND

"We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Rishikesh.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(Clause 11 (c) of **other terms and conditions** of the tender)

To

The Administrative Officer,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER: _____.

We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize M/s. _____ (*name and address of agents*) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)
For and on behalf of M/s. _____
(*Name of manufacturers*)/Principal.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY
SECURITY

To

The Procurement Officer

All India Institute of Medical Sciences
Rishikesh,
Virbhadra Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such an irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 27 months from the date of satisfactory performance i.e. up to ----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Specifications for Automated ESR analyser:

1. The working principal of the equipment should be based on red cells aggregation and the results correlated with westergren method
2. The instrument should be a fully automated system for the direct determination of ESR.
3. Type of blood sample EDTA. (No specific tube required).
4. Blood sample volume should be between 1 to 2 ml.
5. Throughput should be minimum 60 samples per hour.
6. Loading of samples in batch of minimum 15 samples or more.
7. Sample results should be provided in less than half a minute.
8. Measuring range in mm 2-120 mm
9. Should have on board quality control facility.
10. Should have inbuilt / thermal printer.
11. Should have an inbuilt mixer.
12. HCT correction option should be available.
13. Mixer should have compliance with ICSH & CLSI guidelines
14. Should have internal / external bar code reader.
15. Provision for Interface Rs 232 and LIS connectivity
16. Provision of internal temperature correction at 37⁰C
17. No specific reagent except control should be required for running the test.
18. Consumable (card) & controls must be from the same manufacturer of the instrument and be European CE certified.
19. The equipment should have a facility for calibration.
20. Minimum number of consumable supplied with machine should be for 200 samples.
21. OEM manufactured Tri level controls (Low, medium & high) should be provided free of cost.
22. The equipment should be able report the result in mm/hr.
23. The equipment should CE / US FDA certified.
24. Maintenance/Quality check and upgradation borne by the company.
25. To provide a suitable workbench with granite top and modular drawer from any reputed national company for their equipment.

Rate to be quoted in BOQ;

Srl No.	Number of test	Rate	GST	Rate with GST
01	100 to 200 TESTS / day			
02	More than 200 TETS/ day			