



## **All India Institute of Medical Sciences, Raebareli (Uttar Pradesh)**

### **DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Raebareli, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raebareli with the selected bidder/firm/agency.

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**Munshiganj, Dalmau Road Raebareli -229405 (UP),**

**Tele: 0535-2704418**

**Website: [www.aiimsrbl.edu.in/www.eprocure.gov.in](http://www.aiimsrbl.edu.in/www.eprocure.gov.in)**

**Email: [centralstoreaiimsrbl@gmail.com](mailto:centralstoreaiimsrbl@gmail.com)**



**Notice Inviting e-tender for Rate Contract of Eci Controls at Department of Transfusion Medicine & Microbiology Under Proprietary Article at All India Institute of Medical Sciences, Raebareli (U.P.)**

**CRITICAL DATE SHEET**

Earnest Money Deposit (EMD)	<b>Rs. 80,000/-</b>
Tender Ref. No.	AIIMS/RBL/RC/TMMB/23-24/29
Published Date	21.07.2023 at 5:00 PM
Bid Document Download / Sale Start Date	21.07.2023 at 5:00 PM
Clarification Start Date	21.07.2023 at 5:00 PM
Clarification End Date	29.07.2023 at 5:00 PM
Pre-Bid Meeting	NA
Bid Submission Start Date	21.07.2023 at 5:00 PM
Bid Submission End Date	14.08.2023 at 5:00 PM
Bid Opening Date	15.08.2023 at 10:00 AM

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**Munshiganj, Dalmau Road Raebareli-229405 (U.P.)**

**Tele: 0535-2979749**

**Website: [www.aiimsrbl.edu.in](http://www.aiimsrbl.edu.in)/www.eprocure.gov.in**

**Email: [centralstoreaiimsrbl@gmail.com](mailto:centralstoreaiimsrbl@gmail.com)**



## All India Institute of Medical Sciences, Raebareli

Munshiganj, Dalmau Road, Raebareli-229405 (U.P.)

Website: [www.aiimsrbl.edu.in](http://www.aiimsrbl.edu.in)

**Subject: Rate Contract of Eci Controls at Department of Transfusion Medicine & Microbiology Under Proprietary Article at All India Institute of Medical Sciences, Raebareli (U.P.)**

1. Online Tender in two bid system (Technical and Financial) is invited on behalf of Executive Director, All India Institute of Medical Sciences, Raebareli for supply of ECI Controls at Department of Transfusion Medicine & Microbiology Under PAC.
2. Tender document may be downloaded from AIIMS web site [www.aiimsrbl.edu.in](http://www.aiimsrbl.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Bidder who has downloaded the tender from the **AIIMS web site [www.aiimsrbl.edu.in](http://www.aiimsrbl.edu.in)** and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and bidder is liable to be banned from doing business with AIIMS Raebareli.
6. **Manual bid shall not be accepted in any circumstance.**
7. The complete bidding process in online bidding, Bidder should be 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.
8. **Bid should be valid for 270 days** from the tender due date i.e., tender opening date. The bidder should clearly indicate the period of delivery & other terms.
9. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
10. **Manufacture/OEM must provide evidence of having supplied same item in National Healthcare Institutes in India.**
11. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
12. **If any bidder has any objection regarding this PAC Procurement to AIIMS Raebareli, such bidders must submit their objection with supporting documents before closing date of Bid submission, may revert at email: [centralstoreaiimsrbl@gmail.com](mailto:centralstoreaiimsrbl@gmail.com). If received any mail after closing date will not be entertained.**

13. Conditional bid will be treated as unresponsive and it shall be rejected.
14. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
15. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact through e-mail: [centralstoreaiimsrbl@gmail.com](mailto:centralstoreaiimsrbl@gmail.com) on or before end date of clarification as per critical date sheet.
16. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raebareli.
17. The original Earnest Money/Bid Security must be delivered to address as given in NIT **within 5 days from bid closing date (i.e. 19/08/2023 at 01:00 PM)** and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The **scanned copy of original Bid Security/EMD may be uploaded along with the bid.**
  - i) The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR/ Personal Cheque/ drawn in favour of the Executive Director-Receipt A/c, AIIMS Raebareli. The original Earnest Money/Bid Security must be delivered to Jr. Administrative Officer, Store Section (108), 1st Floor, Medical College, AIIMS, Raebareli-229405, failing which the bid shall be summarily rejected.
  - ii) The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest.
18. The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.
19. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Sr. Administrative Officer**  
**AIIMS, Raebareli**

## Other Terms & Conditions

### 1) **Performance Security Deposit:**

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) within 21 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e., 22<sup>nd</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 45 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees.
- b. Successful bidder/firm should submit Performance Security Deposit in favour of “**Executive Director, AIIMS, Raebareli-Receipt Account**” before the date of commencement of supply or 21 days from the date of LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents, for an **amount covering 5% of the contract value**.
- c. The Performance Security Deposit should be established in favour of **Executive Director, AIIMS Raebareli**, through any Schedule Bank with a clause to enforce the same on their local branch at Raebareli.  
Account Details for EMD and PBG  
Beneficiary Name - Executive Director AIIMS Raebareli Receipt A/C  
Account No. - 39197421390  
IFSC CODE - SBIN0016704  
BRANCH - MADHUPURI (16704)
- d. Validity of the Performance Security Deposit shall be for a period of 60 days beyond Contract Period.

- 2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule i.e., within **30 days** from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise, Liquidated Damages will be imposed as per clause no. 4.
- 3) Purchase Order will be placed as per requirement of the Institute.
- 4) **Penalty/LD:** If the suppliers fail to **Supply** any or all the material or fail to perform the services within the specified date as **mentioned** in purchase order, penalty at the rate of **0.5% per week or part thereof** subject to the maximum of **10% of delayed goods value will be imposed**.
- 5) The successful bidder is required to provide technical support and his resources must be based in Uttar Pradesh and downtimeshould not be more than 24 hrs. The dealer/company should provide technical support either online or offline, if in case there is no response within 5 hours then the bidder may be penalized with Rs. 5000/- per day.
- 6) The quantity of ECI Controls required by the Institute may vary on yearly basis. The requirement shall depend on the patient load. However, the ECI Controls are required to be stocked by the dealers/suppliers based in Raebareli/Lucknow Uttar Pradesh for at-least a month who may be asked to provide the same at short notices, not exceeding 48 hours. The details stock of each parameter kept at the distributor level should be discussed with the department from time to time.
- 7) **Right of Acceptance:** AIIMS, Raebareli reserves the right to accept or reject any or all tenders

without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender.

- 8) **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 9) **Communication of Acceptance:** AIIMS, Raebareli reserves all right to reject any tender including of those Bidders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
- 10) **Discrepancies in Prices:**
- a) If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
  - b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
  - c) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Bidder by registered / speed post. If the Bidder does not agree to the observation of the purchaser, the tender is liable to be ignored/cancelled.
- 11) **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, 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, AIIMS, Raebareli party may, at least option to terminate the contract.
- 12) **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raebareli. In that event the security deposit shall also stand forfeited.
- 13) **Terms of payment:**
- a. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.  
100% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:
    - i) Three copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount.
    - ii) Two copies of delivery challan.
  - b. The supplier shall not claim any interest on payment under the contract.

- c. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- d. No payment shall be made for rejected stores. Rejected items must be removed by the supplier within one week of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

**14) Packing:** Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with indelible paint of proper quality as below:-

- a) Purchase Order number and date.
- b) Brief description of goods including quantity.
- c) Purchaser's name and full address.
- d) Supplier's name and full address.

**15) Good & Service Tax:**

- a) GST rates applicable on the quoted item may please be mentioned in the bid document.
- b) It may be confirmed if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.

**“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raebareli by way of commensurate reduction in the prices”.**

- c) **HSN Code** for each item should be clearly mentioned in BOQ/Financial Bid.

**16) Fall Clause:**

- a) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other Central/State Government/DGS&D/Public Undertaking during the period of the contract.
- b) If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- c) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other Central/State Govt./DGS&D and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

- 17) 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 Executive Director, AIIMS Raebareli to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Executive Director, AIIMS Raebareli. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
- 18) Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Raebareli, Uttar Pradesh and all obligations hereunder shall be deemed to be located at Raebareli, Uttar Pradesh and Court within Raebareli, Uttar Pradesh will have Jurisdiction to the exclusion of other courts.
- 19) Contract Period:**  
The Rate Contract for supply of tendered items shall be valid for a period of **Two years** from the date of commencement of Contract and same can be extended by the Executive Director, AIIMS Raebareli on mutual agreement on same terms and conditions for **one & more year**. The Executive Director AIIMS Raebareli reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.
- 20) L1 bidder shall be decided who quotes the lowest item wise rates as listed in the BOQ.**

**Sr. Administrative Officer,  
AIIMS, Raebareli (UP)**



**ANNEXURE-I****Specification of ECI Controls under Rate Contract for Transfusion Medicine and Microbiology  
Department, at AIIMS Raebareli**

<b>Sr. No.</b>	<b>Product Description</b>	<b>Product Code</b>	<b>Pack Size</b>	<b>Unit</b>
1	ECI ANTI HIV 1/2 CONTROLS (3LEVELS X 3SETS)	6800586	3 level/ 3sets	Box
2	ECI A-HCV CONTROLS (3 SETS X 2 LEVELS)	6800731	2 Level/3sets	Box
3	ECI HBSAG CONTROLS (3 SETS X 2 LEVELS)	6800598	2 Level/3sets	Box
4	ECI ANTI-HBS CONTROLS (3 LEVELS X 3 SETS)	6800389	3 Sets/Pack	Box
5	ECI ANTI HAV TOTAL CONTROLS (3 LEVELS X 2 SETS)	6801463	3 Sets/Pack	Box
6	ECI Hbe (HBeAg & Anti-Hbe) CONTROLS (4 vials Level 1, 2 Vials Level 2 & 3)	6800837	(4 vials Level 1, 2 Vials Level 2 & 3)	Box
7	ECI ANTI HAV IgM (3 SETS X 2 LEVELS)	6800835	3 Sets/Pack	Box
8	ECI A-HBC CONTROLS (3 SETS X 2 LEVELS)	6800836	3 Sets/Pack	Box
9	ECI A-HBC IgM CONTROLS (3SETS X 2 LEVELS)	6800834	3 Sets/Pack	Box
10	HBE CONTROLS	6800837	3 Sets/Pack	Box
11	ANTI-SARS-COV-2 TOTAL CONTROLS	6199924	1 Box – 3x2 X 2ml	Box
12	SYPHILIS CONTROLS	6842805	3 sets of 2 vials/ pack	Box

### Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

Sr. No.	Name of documents/Information	Submitted/Not Submitted	Page No.
1	State whether the bidder is <b>Manufacture/ OEM/ Distributor/ Dealer/ Supplier/ trader</b> relevant document.		
2	Distributor/Dealer/Supplier must upload tender specific <b>authorization certificate from OEM/</b> manufacturer.		
3	Signed and scanned copy of User List from OEM (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted items has been supplied as per the <b>Annexure-I</b> .		
4	Please provide an undertaking on Rs. 100 stamp paper by OEM that you have <b>not quoted the lower price</b> to any government Institute/Organization/reputed Private Organization in previously supplied.		
5	<b>Purchase order copy</b> or rate contract copy of other AIIMS or other Medical College with price for rate reasonability.		
6	<b>Not have been blacklisted</b> by the Central/State Govt./ PSU/ Autonomous in the last 10 years. An affidavit to this effect is required. Annexure-IV.		
7	An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.		
8	<b>"Declaration by the Bidder"</b> as mentioned in tender document should be uploaded <b>(Bidder). Annexure – VI</b>		
9	<b>Catalogue with MRP</b> may be submitted.		
10	<b>Price reasonability certificate</b> should be submitted.		
11	<b>Latest proprietary certificate</b> for required firms should be submitted.		
12	Upload EMD DD/TDR/BG No. & Name of Bank Page No. ( If applicable)		

### PRICE BID

(a) Price bid in the form of BOQ\_XXXX.xls.

## **Annexure II**

### **Service Level Agreement ACCEPTANCE on 100 Rs. Stamp paper**

I son of Resident of ----- who is Proprietor/Partner/PRI NC PALs of M/s. \_\_\_\_\_ have read and understood the contents of the forgoing paragraphs with sound mind and without any pressure from any quarter. If any document or information furnished with bid is found forged or fabricated at any time, the Medical College has full right to forfeit my/our EMD and Security Deposit and debar.

I am putting my signature and seal of the organization, as a token of acceptance to the above.

Signature

Name

Designation

Seal

Date

Place

**Annexure III**

**Format of Experience certificate**

Sl. No.	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

**Note:**

- User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where consumable items have been supplied.
- Copies of supply orders of the same models quoted (without hidden price for rate justification).

**Annexure IV**

**Affidavit on 100 Rs Stamp Paper**

I..... S/o..... resident.....  
of .....owner/partner/proprietor/principal/secretory of M/s..... having  
registered office at.....do hereby solemnly affirm and declare the following:-

That our firm/organization/company namely M/s.....has never been blacklisted by  
any of our client or by any government department and never been forfeit my/our earnest money and  
security deposited by any government department.

Deponent

Verification

\_\_\_\_\_on the Date verified at\_\_\_\_\_that the contents of the  
aboveaffidavit are true and correct to the best of my knowledge and belief.

Deponent

**Annexure V**

**Affidavit on 100 Rs Stamp Paper**

I \_\_\_\_\_ S/o \_\_\_\_\_ resident of \_\_\_\_\_ owner / partner / proprietor / principal / secretary of M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ do hereby solemnly affirm and declare the following: -

That our firm/organization/company namely M/s \_\_\_\_\_ all the documents submitted with bid are true.

Deponent

Verification

\_\_\_\_\_ on the Date verified at \_\_\_\_\_ that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

**Declaration by the Bidder:**

1. I am authorized signatory of the agency/firm and am competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raebareli and/or prosecuted as per laws.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Raebareli immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place.....

(Signature of Bidder with seal)

Date.....

Name :

Seal :

Address :

**MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM**

To,

The Executive Director,  
AIIMS, Raebareli (U.P.)

Dear Sir,

Tender No. : \_\_\_\_\_.

Item Name : \_\_\_\_\_.

- a)** We, \_\_\_\_\_, who are established and reputable manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ and \_\_\_\_\_, hereby authorize Messrs. (Authorized Dealer/Distributor/Supplier) \_\_\_\_\_ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured by us.
- b)** No company or firm or individual other than Messrs. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
- c)** If authorized dealer fails to supply the material, OEM will be responsible for supply of material without breakdown of services. If we fails the follow the terms & condition, the Institute may take legal action.
- d)** We hereby extend our full guarantee and warranty as per the conditions of tender for the goods bided 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



**PARTICULARS FOR PERFORMANCE GUARANTEE BOND**

**(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)**

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAEBARELI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAEBARELI. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,  
The Executive Director  
All India Institute of Medical Sciences (AIIMS), Munshiganj, Dalmau Road, Raebareli, Uttar Pradesh

**LETTER OF GUARANTEE**

WHERE AS All India Institute of Medical Sciences (AIIMS) Raebareli (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of..... AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raebareli" in the form of Bank Guarantee for Rs.....[3% (three percent)of the purchase value] which will be valid for entire contract period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raebareli on demand and without protest or demur..... (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raebareli (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We.....(Name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller)and/or All India Institute of Medical Sciences (AIIMS) Raebareli (Buyer).

Not with standing anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed ..... (Indian Rupees ..... only).
- b) This Bank Guarantee shall be valid upto .....(date) and
- c) We are liable to pay the guaranteed amount or nay part thereof under this bank guarantee only and only if AIIMS Raebareli serve upon us a written claim or demand on or before .....(Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at ourbranch office at .....situated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank: .....

Complete Postal Address: .....

### **Bid Securing Declaration Form**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To

(Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

### **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**

- 1) Bidders are required to enroll 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 Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) 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.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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
- 3) 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.
- 4) 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 formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) 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**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender 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 documents. 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.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) 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.
- 8) 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.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) 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.
- 11) 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**

- 1) 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