

SUMMARY OF TENDER

| Tender inviting Authority | Director |
|------------------------------------|--|
| Designation &Address | All India Institute of Ayurveda, Gautampuri, |
| | Sarita Vihar, Mathura Road, New Delhi-110076 |
| | |
| Name of Work | MANAGEMENT OF LATENT TUBERCULOSIS |
| | IN INDIAN POPULATION) |
| Notice Inviting Tender | 27.01.2024 |
| Date of issue of tender documents. | From 27.01.2024 to 21.02.2024 till 1300 Hrs, can |
| | be downloaded from the website of AIIA. |
| Date of submission of Tender | The sealed Tender so as to reach this office on or |
| | before 21.02.2024 latest by 1500 hrs |
| Date of Prebid Meeting | On 07.02.2024 1630 hrs at IT Division, V Block |
| | AIIA, Sarita Vihar, New Delhi. |
| Date of opening of Tender | On 21.02.2024 1530 hrs |
| Estimate cost | Rs. 6,00,000.00(Six Lakh) Approx. |
| PBG | 10% of the bid value. |
| Completion time | 30 Days |
| Email Id | it-section@aiia.gov.in |
| Envelope-1 | Pre-qualifications Documents with Tender |
| Envelope-2 | Document |
| | Financial Bid Only |

Dr.Umesh Tagade

Joint Director

ALL INDIA INSTITUTE OF AYURVEDA



Dated: 27 Jan

2024

File No: K-12/40/2022-AllA

Name of the work MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN POPULATION.

Sealed Tenders are invited on behalf of **All India Institute of Ayurveda (AIIA), New Delhi for MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN POPULATION.**

Introduction: All India institute of Ayurveda an autonomous body under Ministry of AYUSH, Govt of India.

- **1.** <u>Tender Document Fees Nil EMD</u> Bidders need not to deposit EMD/ Bid Security for this tender. However, Bidders to sign a Bid securing declaration (as per Annexure-B attached) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for Two Years and shall be declared in-eligible to submit Bids for any contract with All India Institute of Ayurveda New Delhi.
- **2**. The work is estimated to cost **Rs. 6,00,000.00(Six Lakh)** This estimate, however, is given merely as a rough guide.
- **3.** The works are to be completed in **30 days** from the 2nd day after the day on which the department issues the written order to commence the work or from the date of handing over the site, whichever is later.
- **4.** Copy of the tender can be downloaded from AIIA website at https://aiia.gov.in/.
- 5. The Following documents are required to qualify in technical bid.
- **5.1** The Bidder/agency should have satisfactorily completed the works as mentioned below during the last Five years in which tenders are invited as follows: **The Bidder shall enclose work order with work completion certificate.**
 - a) Three similar works of each costing not less than 30% of the estimated cost OR
 - b) Two similar works of each costing not less than 50% of the estimated cost. OR
 - c) One similar work of each costing not less than 80% of the estimated cost
 - "Similar work shall mean works related to web application development only.
- **5.2**. A Bidder shall enclose a copy of valid PAN Card.
- **5.3**. Proof of registration with GST.

- **5.4** All the above certified documents shall be submitted by the firm duly signed and stamped with seal of the company and original shall be duly produced for verification as required.
- **5.5** Bidder has to minimum average turnover in last three(2019-20, 2020-21, 2021-22) financial year to be 3 lac. CA certificate with UADIN number to be enclsed with tender.
- 5.6 Exception in Turnover and experience will be provided to MSME/Startup bidder . Relevant category with NIC four digit to be submitted for MSME /Start-up exemption.
- **6.** The tender document can be down loaded from our website https://aiia.gov.in/
- **7.** Bidder should fulfil prequalification criteria as per para **"5.1 to 5.6"** and submit the documents in a sealed envelopes super scribed **Envelop No. I-Technical Bid** for prequalification for **"MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN POPULATION"**.
- a) **Envelope I marked as technical bid** shall contain all the **pre-qualification documents along with tender documents** downloaded from the web site duly signed and stamped as mark of acceptance of all terms and conditions. Any deviation from terms and conditions shall be notified separately.
- b) If all the required documents submitted are not complete as per Para 5 above, In such case Envelope II containing financial bid shall not be opened.
- **8.** Bidder are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risk, contingencies and other circumstances which may influence or effect their tender. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- **9.** Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.
- **10.** A Bidder shall quote in figures as well as in words for rate(s) Bidder. The amount for each item should be worked out and requisites total given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words 'Rs' should be written before the figure of rupees and the work 'Paisa' after the decimal figures e.g. Rs. 2.15 P and in case of words 'Rupees' should be precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably be up to two places of decimal.
- **11. (a)** All rates shall be quoted on the financial bid form and shall include material, labour, transportation all taxes & duties, supervision, tools, plants, wastage, sundries, scaffolding as required mobilization, demobilization, transportation etc. and nothing extra shall be payable on this account.
- **(b)** GST or any other tax on materials/ labour in respect of this contract shall be payable by the Bidder and the AIIA will not entertain any claim whatever in this respect.

- **(c)** As per law of land, statuary deduction like income tax / work contract tax etc. shall be made from the Bidder's bill as applicable.
- (d) The Performance Guarantee of 10% to be deposited in form of DD/ Banker's Cheque of contract amount which shall be returned after satisfactory completion of work.
- **12.** In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted will be rejected.
- **12.1** Tender complete in all respect shall be put in the Tender Box placed at AIIA OFFICE C BLOCK New Delhi up to **1500 hours on or before** last date of bid submission. The tenders received shall be opened on same day at **1530 Hrs** in the presence of Bidders who may be present. The submission of tender shall be as under:
- **12.2 Sealed Envelope No.I- superscripted "Technical bid"** along with name of work shall contain complete Tender documents and pre-qualification documents as required as listed **5.1 to 5.5** each page duly signed and stamped.
- **12.3 A separate sealed envelope No. II should contain only Financial Bid** each page duly signed and stamped with prices including GST in the manner specified in this NIT. The envelop shall be super scribed as Envelop-II-Financial bid for "**MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN POPULATION.**
- **13.** All the two sealed envelopes Technical bid and Financial bid should be placed in separate sealed cover super scribed as Tender document for the work of "MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN POPULATION". The tender to be submitted in IT Section, C Block, AIIA, New Delhi.
- **14.** AIIA reserve to themselves the right of accepting the whole or any part of the tender and Bidder shall be bound to perform the same at his quoted rates.
- a) At any time, Director, AIIA New Delhi may for any reason, whether on own initiation or in response to a clarification requested by a bidder, may modify the condition in tender documents in an Amendment. All the bidders will be notified through website only of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment in account in preparing, their bid, Director, AIIA may at direction, extend the date and time for submission of bids.
- b) Any query regarding tender &conditions should reach within 7 days of publication of Tender notice at AIIA's Site or prior to the pre bid meeting in writing.
- c) Tender invite authority reserves the right to accept or reject the Tender.
- **15.** The validity of the tender(s) shall be up to **180 days** from the date of opening of tender(s).
- **16.** The use of whitener/ eraser in this tender is prohibited. If any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
- **17.** In case it is found during evolution or at any time before signing of contract or after its execution and during the period of subsistence there of that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made maternal misrepresentation or has given any maternally incorrect or false information, the applicant shall

be disqualified forthwith, if not, yet appointed as the Bidder/supplier and if the applicant has already been issued the LOA or has entered into the contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiter of performance security by a communication in writing By the AIIA to the applicant without the corporation being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy with the AIIA may have under the bidding documents the contract or under applicable law.

18. The bidder shall submit all original warranty/guarantee cards of each item along with supply of items.

21.TERMS & CONDITIONS

1. FORCE MAJEURE

In the event of any failure, interruption or delay in performance of obligations resulting from acts, events or circumstances of force majeure, including but not limited to acts of God, neither party shall be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the other as a result of such failure, interruption or delay.

2. COMMERCIAL

- (a) The contract price should be including all taxes, duties & levies (both central & local), GST, Profit & overheads etc.
- (b) In case any tax deduction is made at source by the user, the corresponding certificate and payment advice should be provided along with the payment or within seven days of payment made.

3. TAXES AND DUTIES

- a. The Contract Price is inclusive of all taxes, duties, cess and statutory levies payable under any law, including but not restricted to Goods and Services Tax (GST), levied by Union and State Governments (CGST, SGST, UTGST, IGST), labour cess, Customs Duty, Royalty, Toll Tax and any other such taxes and duties leviable by local State/Union Government from time to time on all such articles, materials which may be used for this work or otherwise payable.
- b. In case of change in rate of tax or any provision relating levy of tax resulting in increase in burden of tax on the Bidder, the Bidder shall not be entitled to receive any compensation for such increase in quantum of tax payable by the Bidder. Similarly, no recovery shall be made from the Bidder on account of decrease of rate of tax or any provision relating to levy of tax.
- c. Bidder must be registered under the Goods and Services Tax (GST) laws and copy of the registration certificate of the same shall be submitted to AIIA.
- d. Apart from registration as mentioned at (c) above, Bidders shall also obtain all other necessary registrations required under any other Local/State/Union Government Statute for the execution of this contract, if any.
- e. Bidder must submit as a compliance of GST Laws. Tax invoice, as per applicable rules and regulations under the GST Act(s), failing which GST

- amount will be recovered by AIIA without any recourse or prior notice from the next invoices/ Bank Guarantees and/or available dues with AIIA.
- f. The Bidder/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any Interest/penalty/taxes (non availment of input tax credit due to mismatch in GSTR2) which is required to be paid by AIIA due to the default by the Bidder/service provider to comply with the above mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Bidder/service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to AIIA.
- g. It is clearly understood that the Bidder is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, applicable rate of taxes of GST or otherwise on which his liability has to be paid and discharged. AIIA shall have no liability or responsibility for any penalty or proceedings or any other liability levied or leviable on the Bidder because of lower deduction or short deduction or any other such non compliance of the Bidder.
- h. In case any law requires AIIA to pay tax on the contract price on reverse charge basis, the amount of tax deposited by AIIA would be considered as paid to the Bidder and accordingly, the price payable to the Bidder would stand reduced to that extent.
- i. Tax shall be deducted by AIIA from the amount payable to the Bidder as per Income Tax act, GST Laws or any other Law as applicable.
- j. Stamps duty and registration charges, if any, payable on the executed contract document shall be borne by the Bidder.

4. Arbitration Clause

Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatory resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.

It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is Director, AIIA to which neither of the parties have any objection nor they shall ever object.

Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at New Delhi.

- **Deduction of Income Tax & Labour Cess**: AIIA shall deduct `Income Tax' & labour cess at source from all the payments to be made to the Bidder in accordance with the provisions of India Income Tax laws. The Bidder shall deposit Labour cess with appropriate authority and should submit the deposit challans/receipt to AIIA.
- **Liability for E.P.F. Deduction**: The Bidder shall be responsible for deducting contribution towards Employee Provident Fund from its employees and deposit the same along with its contribution to the concerned regional Provident Fund Commissioner under the employees Provident Fund and Misc. Act. 1952.
- **Liability of ESI:** It is the responsibility of Bidder to make payment towards ESI including employee and employer contributions and copy of the payment challan/authentic document is to be submitted along with the bill showing the name of deployed individual workers failing which @ 2500/- per employee per month will be withhold till compliance of the ESI.
- **8. Performance Guarantee:** The Performance Guarantee of 10% to be deposited in form of DD/ Banker's Cheque of contract amount which shall be returned after satisfactory completion of work. No interest will be paid under any circumstances. Performance guarantee shall remain valid upto 90 days after completion of work. On receipt of the performance guarantee in the form of DD/FDR/BG the EMD will be refunded. An amount is to be deposited equivalent to 0.01% per day of the amount of Performance Guarantee for extended / delayed period of submission of Performance Guarantee. In no case the extension will be granted for more than 15 days. In case of non-submission of Performance Guarantee with in stipulated / extended period, it will be presumed that agency is not interested in the work and EMD submitted will be forfeited without any notice.

The Bidder agrees that the Bidder shall not include in any fraudulent activity and in any point of time including after being successful bidder, if any fraudulent act shall have been committed by the Bidder then AIIA shall have full rights to forfeit the Performance Guarantee, whatsoever without any notice to the Bidder apart from taking action as deemed fit under terms & condition of contract including termination of the awarded work.

- **9.** <u>Cancellation/Determination of Contract in full or part:</u> If the Bidder submits non-genuine and invalid or fraudulent / forge documents, Bank Guarantee etc to AIIA, AIIA without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to AIIA, by notice in writing, cancel the contract as whole or only such items work in default from the contract.
- **10.** Bidder shall be responsible for any damage to the equipment, machinery or system on account of negligence/ fault of the Bidder's authorized staff and the same will have to be made good at his risk and cost.

11. PAYMENTS

- 12.1 The payment due to the Bidder shall be made within 30 days of after work verified from representative officer and IT division .
- 12.2 The Bidder shall submit the final bill within three months of the completion of work, otherwise AIIA's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Bidder.
- 12.3 No advance payment towards costs of items etc. will be made to the Bidder.
- 12.4 The payments will be made in means of through RTGS/NEFT/PFMS

13. Termination:

13.1 By the Client:

The client may terminate this contract, by not less than Fifteen (15) days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (C) of this Clause 13.1.

- a. If the consultant fails to perform any material obligation under the contract within a period of Thirty (30) days of receipt of being notified or within such further period as the client may have subsequently approved in writing.
- b. If the consultant become insolvent or bankrupt.
- c. If works not found satisfactory.

12. Scope of the work:

| Name | MANAGEMENT OF LATENT TUBERCULOSIS IN INDIAN | | |
|------------|---|--|--|
| | POPULATION) | | |
| Objectives | It is an integrated information MANAGEMENT OF LATENT | | |
| | TUBERCULOSIS IN INDIAN POPULATION) | | |
| Scope | Describes the characteristics of the product, service, or result that the | | |

| Definition | project was undertaken to create. These characteristics will generally |
|------------------------|---|
| | have less detail in early phases and more detail in |
| | later phases as they are progressively elaborated: |
| | 1) Patient Registration. |
| | 2) Patient Treatment Management. |
| | 3) Live Treatment Situation and Patient Details. |
| | 4) Statistics. |
| | 5) Display Management. |
| | 6) Master data and user management |
| | 7)Should be dynamic refelecting the daily updates of patients number and |
| | survey data, |
| | 8)the reporting data of the patients need to be uploaded and patient can |
| | download his/her data by providing the last four digit number of UHID + |
| | File No. |
| | 9)End user management system so that daily updates can be maintain and |
| | responsibility of the data safety can be fix. |
| | 10)Bilingual so that a common person can also understand the functions |
| | and can fetch their data. |
| | 11)Facility for online registration (enrollment of the patient). |
| | 12)Total requirment of space= 1 TB (for uploading the survey data of 1 |
| | lakh patients, approx. 2000 OPD patient data, videos, audio, journal |
| | |
| | webpage space, jpg photos, data on excel, IHMS, etc The detailed work scope mentioned in Annexure A . |
| Hosting | |
| Hosting Environment | Open source based OS (web server and Db server) environment hosting |
| Elivirolillelit | will be provide by AIIA. |
| Project | Describes the characteristics of the product, service, or result that the |
| Boundaries | project was undertaken to create. These characteristics will generally |
| Doundaries | have less detail in early phases and more detail in |
| | later phases as they are progressively elaborated: |
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| | 2) Patient Treatment Management. |
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| Project | Deliverables include both the outputs that comprise the product or service |
|--------------|---|
| Deliverables | of the project, as well as ancillary results, such as project management |
| | reports source code, standard operating procedures, configuration |
| | documentation etc. |
| Cost | Total Cost of the work is 6 Lakhs |
| Schedule | Within 6 months from the date of Work order |
| Milestones | |
| Web security | The security audit and fixing of security audit issues responsibility is rest |
| Audit | with bidder. |

- **15. Notarized Affidavit:** Participate in the present tender (Notarized affidavit as per Annexure -C if the information of your firm is found to be incorrect in due to course action will be initiated as per the tender condition and Performance Security deposit or Security forfeited.
- **16.** The Bidder shall not at any time, assign, sub-cost or make over the contract or the benefit these of any part therefore to any person or person what so ever .
- **17.** If the Bidder fails to complete work within the stipulated time as mentioned. The Tender Inviting Authority is at liberty to make alternative arrangement for works at AIIA ,New Delhi for which the written order has been placed ,from any other source or from any other Bidder who might have quoted higher rate at the risk and the cost of the successful Bidder and in such cases the tender inviting authority has every right to reserve the cost &impose the penalty @10 % of total cost of the contract valve or forfeited the performance security deposit.

For & On Behalf of the ALL INDIA INSTITUTE OF AYURVEDA

Dr.Umesh Tagade

Joint Director

Annexure-A

