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**DELHI STATE HEALTH MISSION (DSHM)**

**BID DOCUMENT**

FOR

**Procurement of Smart Storage System - with encoder for  
blood inventory management [RFID-enabled Smart Storage  
System]**

**Will be installed at  
Deen Dayal Upadhyay Hospital, Delhi and Dr. Baba Saheb  
Ambedkar Hospital Delhi**

## SECTION-I

### Notice for inviting Bid

For

**Procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System] will be installed at Deen Dayal Upadhyay Hospital, Delhi and Baba Saheb Ambedkar Hospital Delhi**

Chairman SHS (D) (DSHM), National Health Mission, B-Wing, 6th Floor, Vikas Bhawan-II, Civil Lines, New Delhi-110054 invites bids from the eligible & qualified bidders (as per terms & Conditions of the bid) for **Procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System] will be installed at Deen Dayal Upadhyay Hospital, Delhi and Baba Saheb Ambedkar Hospital, Delhi**

Event Description	Timeline/ Details
Work Title	Identification of Private Agency for <b>Procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System] will be installed at Deen Dayal Upadhyay Hospital, Delhi and Baba Saheb Ambedkar Hospital, Delhi</b>
Objective of the Work	To provide:- Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System] will be installed at Deen Dayal Upadhyay Hospital, Delhi and Baba Saheb Ambedkar Hospital, Delhi
Estimated Cost of the tender	INR 2 Crores (for two units)
Submissions required	Technical Bid & Financial Bid
Language of bid	English
Currency of bid	Indian National Rupees(INR)
Contract period	Initial Contract will be valid for Five years for the procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System and Further five years for Comprehensive Maintenance Contract (CMC) (subject to availability of funds).
Last date & time for downloading the tender	29/01/2025 up to 02:30 PM

<b>Event Description</b>	<b>Timeline/ Details</b>
Pre-bid meeting (Date & time)	15/01/2025 at 11:00 AM
Place for Pre- bid meeting	Delhi State Health Mission, B wing, 6 <sup>th</sup> floor, Vikas Bhawan-II, Civil Lines, New Delhi-110054
Last Date of receiving written Queries raised in pre-bid meeting	Should be communicated in writing only via email by next working day on or before 5.00 PM from the date of pre-bid meeting.
email id for sending queries	dshmllogistics@gmail.com
Last date & time for submission (upload) of online bidding document.	29/01/2025 up to 02:30 PM
Last date & time for submission of EMD in Hard (Physical) Copies (Offline Mode)	29/01/2025 up to 02:30 PM
Time, Date of opening of Technical Bid	29/01/2025 up to 03:30 PM
Time, Date of opening of Financial Bid	To be announced later on e procurement portal.

- 1.** The bid must be accompanied by Earnest Money Deposit (EMD) of Rs 400000.00 (Rupees Four lakhs only) in the shape of Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from any Scheduled Bank in favor of “SHS Non – NHM” payable at New Delhi.
- 2.** In the event of any of the above-mentioned dates being declared as a holiday/ closed day for Delhi State Health Mission, the EMD will be received on the next working day at the scheduled time.
- 3.** Tender Inviting Authority have reserves the right to accept or reject any

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or all bids or change the Terms & Conditions and conditions of the bid or cancel it without assigning any reasons at any stage and time.

4. No contractual obligation whatsoever shall arise from the tender document/process unless and until a formal contract is signed and executed between Delhi State Health Mission and the selected Bidder.
5. Delhi State Health Mission (DSHM) disclaims any factual or other errors in the tender document (the onus is purely on each Proposers to verify such information) and the information provided therein are intended only to help the Proposers to prepare a proposal in accordance with the Terms & Conditions and conditions as set out in this tender document/process.
6. All further notifications/Corrigendum/Addendum will be published on e-procurement portal.

***Tender Inviting Authority***  
***Mission Director, DSHM***

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## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS**

- a. All the Bidders are required to submit their Proposal in accordance with the Terms & Conditions set forth in this bid document.
- b. The submitted bid shall be valid for a period of 180 days from the last date of submission of the bid.
- c. The Tender Inviting Authority (TIA) reserves the right to invite fresh bids with or without amendment of the bid at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- d. The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in the Proposal and requirement of bid.
- e. Any entity which has been barred/ blacklisted or has been declared undependable by the Government of Delhi, any other State Government or Government of India / PSU from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal.
- f. While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India

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## SECTION-III

### Scope of Work

**DSHM seeks to engage an Agency for Procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System] will be installed at Deen Dayal Upadhyay Hospital, Delhi and Dr Baba Saheb Ambedkar Hospital, Delhi**

1. The intended use of the **SMART STORAGE SYSTEM - with Encoder for Blood Inventory managements [RFID enabled Smart Storage System]** is to provide the total inventory management for PRBC/LD-PRBC units or other Blood Components storage in the Blood Bank for patients
2. The firm/Service Provider should provide complete solution for managing the PRBC's inventory by installation RFID smart storage cabinets/shelves for easily accessible storage modules 700-750 PRBC's units.
3. The system should be capable of functioning at 2°C - 6°C.
4. Installation of RFID enabled Smart Storage devices should be reversible upon need with no impact on cold room/ cabinet integrity of the original blood bank refrigerator.
5. The smart storage device should display indication of free locations in refrigerators for placing new inventory.
6. The smart storage device should provide information in real time - either local and for remote monitoring. Remote location blood bag inventory management should be available.
7. The smart storage system should have a facility to update the inventory automatically and provide information in real time. The information must be accessible blood group wise as well as date wise.
8. The smart storage system should have a facility to alert the user of units near outdate or any unit out of temperature for a specific period.
9. Integration of existing bar code labels (if any) with the RFID tags or barcodes provisioning of the RFID tags showing information currently visible over existing barcodes should be possible and shall be done by the participating firm. RFID label encoding cum reader device (02 in numbers) should be provided by the firm, which should have the capability of encoding the RFID labeled tags with required donor information (i.e. Donation no., expiration date, blood group etc.) as well as patient information. Reading, writing and updating on RFID labels should be possible at any time during the shelf life of blood components.
10. Two compatible printers (02 in numbers) with the system to be provided, conforming to the need of the system.
11. Application for data and information management compatible with the RFID enabled Smart Storage System to facilitate automated monitoring and real time management of inventory should be provided along with the system. The system should be provided which is compatible with and allow interface with the existing blood bank management system /or

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any other software (if any) for free flow of information. The firm/Service Provider will be responsible for interfacing of system with the existing blood bank management system with the support of service provided/hospital team.

12. Any networking equipment required in the blood centre for installation and full functioning of the RFID solution smart storage cabinets as well as interfacing in blood centre should be provided with the solution by the service provider.
13. A dedicated compatible desktop/s (computer) compatible with the system specification at the time of installation to be provided. Any up gradation in software/application and computer system through the shelf life of the product will be the responsibility of the firm/Service Provider.
14. The firm should provide a minimum of 3000 RFID enabled smart tags along with the system for installation, calibration, real time training and hand holding [First 1000 will be provided for the installation and real time training/handholding ; Remaining 2000 for the expected loads of Blood components for the first 02 months].
15. Any network related setup at bedside/ward to be provided/installed by the firm/Service Provider with no additional cost.
16. There should be provision for future expansion with addition of extra smart storage in compatible Blood bank Refrigerators [BBR's] and other equipments.
17. The complete RFID solution should be US FDA or CE Europe /BIS/ any **equivalent certified**.
18. The firm must have experience of providing satisfactory performance & services in 03 institution of repute (Indian) for the similar system.
19. The bidder are required to visit the site and conduct a detailed assessment with regard to any Civil, Electrical, HVAC, changes required in Blood bank area as per the tender requirements.
20. The firm/Service Provider should provide the computer, working table set to make the solution functional.
21. Voltage corrector/stabilizer of appropriate rating meeting ISI specifications, if required, to be provided by the firm/Service Provider. The firm/service provider Shall provide compatible UPS with maintenance free batteries with 5 years warranty for a minimum two-and half-hour backup.
22. The installation of all the electrical items must be in accordance with but not limited to the existing guidelines in India.
23. Original literature pertaining to the equipment should be submitted. List of important spare parts and accessories with their part number and cost to be provided. System should have up-gradation facility.
24. Warranty for 5 years from the date of installation (including quarterly preventive maintenance and 06 monthly calibration/after any breakdown service calibration and calibration certification). Rate submission of CMC for next 5 years (including quarterly preventive maintenance and half yearly checks after any downtime events if occurred) after expiry of warranty. CMC will include repair and replacement of each, and every defective components/accessory required to make the system functional.

25. Physical demonstration of the functional equipment/system/application in Delhi/NCR is mandatory, failing which the vendor will not be considered for the technical evaluation.
26. Price for RFID smart tags should be quoted with the solutions and freezed for 05 years. To be procured as per yearly donation by each centre. RFID smart tags should have good adhesive property to withstand at 2°-6°C without peeling off for at-least 45 days and they should be approved for blood component usages.
27. Tags should be in compliant with ISO norms for red blood cells bag. It should withstand centrifugation 4500 rpm, sub-zero storage and irradiation upto 50 Gy with label and data retention integrity. Firm should also quote name and cost of any other consumable required for the 10-year life cycle of the product/application (which are not covered under CMC). Firm should list all the accessories not listed and quoted at time of tender will be considered free of cost.
28. The firm will ensure an uptime of minimum 345/346 days in a year during warranty period and CMC period. If the down time is exceeded in a year from 20 days, the warranty shall extend double the number of days the system/application was out of order.
29. Whenever there is breakdown, the firm will attend the complaint within 24 hours from the receipt of such information (either telephone or by any other means) and ensure repair is completed within one week.
30. If the complaint is not addressed within 24 hours, penalty at the rate Rs.1000/day for each completed day will be imposed after 24 hours and if the repair is not completed within a week the firm will be penalized at the rate 1% of the total project cost for next week after that the contract may be terminated.

**Penalty:**

1. As per Scope of work, whenever there is breakdown, the firm will attend the complaint within 24 hours from the receipt of such information (either telephone or by any other means) and ensure repair is completed within three working days In case the equipment is dysfunctional beyond 3 working days, the following penalty would apply for every extra day beyond above mentioned mandated days: In the event of the shipment due to circumstances beyond the control of the seller/service provider that buyer agrees to provide reasonable extension of time for the delivery of said component subject to the approval from the competent authority.

SN	Penalty	Amount	Remarks
1	Beyond 3 working days after complaint registration, In case vendor/service provider fails to repair and make functional.	Rs. 5000/-day	Beyond 3 working days of complaint (4-14 days)
2	Beyond 2nd week after complain registration, In case vendor/service provider fails to repair and make functional.	1% of the total project cost	15 <sup>th</sup> Day onwards

Note: If the down time is exceeded in a year from 20 days, the warranty shall extend double the number of days the system/application was out of order



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## **Digital Data security**

- a) The service provider shall develop, implement, maintain and use appropriate administrative ,technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted sensitive data received from the respective hospitals (DDU and DR BSA Hospital, Delhi).
- b) The service provider agrees that it will protect the Confidential Information it receives and no less rigorously than it protects its own Confidential Information. Specifically, the service provider shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information..
- c) It is the responsibility of service provider to ensure that all possible measures have been taken to secure the computers or any other storage devices used for Institution data. This includes industry-accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself, etc.

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## SECTION - IV

### ELEGIBILITY CRITERIA

**Following eligibility criteria for determining the eligibility of Bidders shall apply:**

- a) The Bidder shall be a Proprietor/firm/Company/Manufacturers or their Authorized dealers/ agents/ Indian Subsidiaries/Direct Importers having the registered establishment (place) of business in any of the State / Place of India /Society/Trust)
- b) The Bidder should be registered as a legal entity such as company registered under Companies Act, Society registered under Societies Registration Act, Trust Act or an equivalent law applicable for their company/firm etc.

**c) Technical Capacity:**

Bidder must have to submit a certificate regarding successfully executed/completed similar services (RFID enabled Blood Storage Management), during the last three years i.e 2021-22, 2022-23 and 2023-24.

- One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost of this tender.

OR

- Two similar completed services costing not less than the amount equal to 50% ( Fifty percent)of the estimated cost

OR

- Three similar completed services costing not less than the amount equal to 40% (Forty percent)of the estimated cost

**d) Financial Capacity:**

The bidder should have average annual financial turnover for related services during the last three financial years i.e. 2021-22, 2022-23 and 2023-24, should be at least 30% (Thirty percent) of the estimated cost of the tender value.

**e) Number of Bids and costs there of**

- I. Bidder shall submit only one Bid for the Project.
  - II. The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The“ contracting Authority” and its employees will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- f) The bidder should submit/upload duly filed format I-VII (along with technical bid) & format VIII (for **financial bid will be uploaded online only at e-procurement portal of Delhi Govt.**)
  - g) All the required documents uploaded in this bid should be duly signed and stamped by authorized signatory of the company/firm etc. Authority letter for the appointment of authorized signatory must be annexed in the bid.

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## SECTION -V

### GENERAL TERMS & CONDITIONS

#### 1. Site visit and verification of information

The Bidders are encouraged to submit their respective bids after visiting respective health institution, applicable laws and regulations, and any other matter considered relevant by them. For ascertaining the condition of the existing equipment, The TIA may permit/facilitate the Bidder to inspect the said Centers (DDU and Dr. BSA, Hospital , Delhi ).

#### 2. Acknowledgement by Bidder

- a) It shall be deemed that by submitting the bid, the Bidder has:
- Made a complete and careful examination of the bid;
  - Received all relevant information requested from the contracting Authority;
  - Satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
  - Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bid or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the contracting Authority, or a ground for termination of the Agreement by the Bidder;
  - Acknowledged that it does not have a Conflict of Interest.
  - Agrees to be bound by the undertakings provided by it understanding.
  - Terms &Conditions thereof
- b) The TIA and its employees shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the bid or the bidding process, including any error or mistake therein or in any information or data given by the contracting Authority.

#### 3. Right to accept or reject any or all bids:

Notwithstanding anything contained in this Bid, the Tender Inviting Authority (TIA) reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons there of. In the event that the TIA rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids here under.

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#### 4. Bid preparation and submission

The Proposal in response to the bid should be in English medium and is to be submitted in two (2) parts:

- PART1:Technical/ Bid
- PART 2:Financial Bid

##### **PART1: Technical/Bids should contains:-**

- (a) All relevant documents duly signed by the authorized signatory as per section –IV under the eligibility criteria of this tender.

##### ***PART II : Financial Bid:***

The Bidder should quote the price for *Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System* along with complete warranty for 5 years.

Bidders should also quote the Rate of maintenance and CMC cost for further 5 years after the completion of warranty period of initial 5 years as per the **FORMAT: VIII**

L1 bidder will be selected as per (A) +(B) +(C) of format –VIII .

#### 5. Bid Security

- a) The Bidder is required to deposit EMD 2% of the estimated tender cost. The EMD is valid for 45 days beyond the bid validity date.
- b) Bid security/EMD of unsuccessful bidder shall be returned with approval of competent authority. Bid security of successful bidder shall be returned after submission of performance security.
- c) The Bid Security/EMD shall be forfeited, apart from other punitive actions, as damages without prejudice to any other right or remedy that may be available to the contracting Authority under the Bidding Documents and/or under the Agreement, or otherwise under the following conditions:
  - If any Bidder engages in a corrupt practice, fraudulent practice, coercive practice, fake document, undesirable Practice or restrictive practice as specified in Tender Document of this Bid and firm will be blacklisted for next two year;
  - If any Bidder withdraws its Bid during the period of Bid validity as specified in this bid document or in the contract agreement and as extended by mutual consent of the respective Bidder(s) and the contracting Authority;
  - In case of the Selected Bidder, if there is failure within the specified time limit to:  
To sign the Agreement ; or To furnish the Performance Security

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## **6. Clarifications and Pre-Bid Conference**

A prospective Bidder requiring any clarification on the bid documents may submit/ attend pre-bid conference specified in this bid. The TIA shall schedule a pre-bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre bid conference, in addition to those submitted earlier. The contracting Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues to the Project, before final submission of the Proposals. This would be common for all the Bidders.

Bidders may note that the TIA will not entertain any deviations to the bid at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the Terms & Conditions and conditions of the bid with all its contents including the draft Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

All correspondence/ enquiries should be submitted to the following address in writing via email: on ID **dshmlogistics@gmail.com**.

No interpretation, revision, or other communication from the TIA regarding this solicitation is valid unless in writing and signed by appropriate authority.

## **7. Amendment to bid:**

The TIA may modify the bid by issuing an Addendum/corrigendum before the Proposal Due Date. To give prospective Bidders reasonable time in which to take Addendum/corrigendum into account in preparing their bids, the TIA may, at its sole discretion, extend the Proposal Due Date.

## **8. Acceptance of Work Order and Execution of Contract**

The Selected Bidder for this work must submit acceptance along with performance Security within 15 (Fifteen) days from the date of issue of work order, The Selected Bidder shall take necessary steps to ensure execution of the contract agreement between the bidder and the TIA within 15 days of acceptance of Work Order.

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## **9. Use of contract documents and information**

- 9.1 The Service Provider shall not disclose the contract or any provision thereof or any information furnished by or on behalf of the Delhi State Health Mission in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document without written permission of the TIA.
- 9.2 Further, the Service Provider shall not use any documents or information mentioned in tender document except for the sole purpose of performing this contract without written permission of TIA.

## **10. Intellectual Property Rights**

The bidder/agency shall, at all times, indemnify and keep indemnified the DSHM, free of cost, against all claims which may arise in respect of goods & services to be provided by the bidder/agency under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the DSHM, the DSHM shall notify the bidder/agency of the same and the bidder/agency shall, at his own expenses take care of the same for settlement without any liability to the DSHM.

## **11. Insurance**

- 11.1 The bidder/agency shall be responsible for insuring all the IT machines and equipment's, manpower, etc. for accident, theft, damage, burglary etc.
- 11.2 The DSHM and concerned Hospitals i.e DDU, Hospital and Dr. BSA Hospital shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty as mentioned under the project. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

## **12. Duration of services**

Initial Contract will be valid for Five years for the procurement of Smart Storage System - with encoder for blood inventory management [RFID-enabled Smart Storage System and Further five years for Comprehensive Maintenance Contract (CMC) (subject to availability of funds.

## **13. Signing of the contract**

The contract agreement between Mission Director, DSHM/Authorized Signatory by the Competent Authority and the selected agency/bidder should be executed within 15 days of the issue of the Work Order by the DSHM.

## **14. Execution of the services**

- 14.1 The service provider will execute the work within 30 days from the date of signing of the contract agreement. If the services are not rolled-out within this stipulated timeline the competent authority may impose a penalty of INR 10,000/- per day.
- 14.2 If service provider fails to execute the services beyond 60 days, in such case the contract may be terminated, and the Selected service provider may also be blacklisted and attract forfeiture of performance security.

## **15. Sub-Contracts**

The Selected Bidder/Agency shall not assign or sub-contract or any part thereof to any other agency.

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## **16. Modification to Contract**

Modification in the contract if required at the time of signing of agreement prior approval of competent authority is required for the same.

## **17. Performance Security**

**17.1** The selected agency/bidder shall be required to submit an irrevocable performance security 5% of the total value of contract in the form of an Bank Guarantee (As per Performa at **Annexure V**), Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank in favour of “SHS-Non NHM” payable at Delhi. **Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. PBG for the CMC period will be submitted by the vendor before 6 month prior to the completion of the warranty period.**

**17.2** The Performance Security will be returned subject to completion of all contractual obligations.

## **18. Tax Deduction at Source**

Tax deduction at source and other taxes shall be deducted at the prevailing rates from the service provider's bills.

## **19. Force Majeure**

- (i) Neither contracted agency will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.
- (ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a contracted agency or by or of such agency's agents or employees, nor (ii) any event which a diligent Agency could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- (iii) An agency affected by an event of Force Majeure shall immediately notify the DSHM within 7 working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (iv) The failure of an agency to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the work order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the agency affected by such an event: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

## **20. Termination of Contract**

**20.1** Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after

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issue of work order or agreement execution, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.

20.2 The Competent Authority, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security maybe forfeited and other action as deemed fit may also be initiated against the service provider.

20.3 In the event of failure of services , the Competent Authority may carry out risk purchase of services, the expenditure incurred for risk purchase will be deducted from the next bill/performance security of the service provider with the approval of Competent Authority.

## **21. Termination for Insolvency**

If the Service Provider becomes bankrupt/insolvent, information regarding the same will be shared with competent authority within 15 days in writing. The Competent Authority have reserves the right to terminate the contract, without any compensation, whatsoever, to the Service Provider, and Competent Authority may forfeit the performance security.

## **22. Termination by Mutual Consent**

### **1. Termination of Contract:**

*The tender may be terminated under the following terms & conditions:*

- i). If the Service provider fails to provide any or all of the services within the period(s) specified in the Contract.
- ii). If the Service provider fails to perform any other obligation (s) under the Contract.
- iii). If the Service provider is found to be engaged in corrupt or fraudulent practices in competing for or in executing the Contract including Sub-Contract.

## **23. Termination for Force Majeure**

In event that a Force Majeure event continues for 90 (ninety) days and/or Competent Authority or the agency does not see any feasibility of continuing the project due to a Force Majeure event, then Competent Authority may, on expiry of 90 (ninety) days or at any period before that in event of no foresee ability of project, issue a termination notice to the Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises if any, provided by Competent Authority. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency with the approval of Competent Authority.



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## 24. Fraud and corrupt practices

- 24.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Competent Authority may reject any bid without being liable in any manner whatsoever to the bidder/agency if it determines that the bidder/agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.
- 24.2 Without prejudice to the rights of the Competent Authority here in above, if an bidder/agency is found by the Competent Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding Process, such bidder/agency shall not be eligible to participate in any TENDER issued by the Competent Authority during a period of 2 (two) years from the date such bidder/agency is found by the Competent Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 24.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 24.3.1 “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the department who is or has been associated in any manner, directly or indirectly, with the bidding Process.
- 24.3.2 “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- 24.3.3 “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- 24.3.4 “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest.
- 24.3.5 “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

## 25. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

## 26. Resolution of disputes

Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by **Chairman (SHS-D)/Pr. Secretary (H&FW), GNCT Delhi** as per the extant law of land through the competent court of law in Delhi under the territorial jurisdiction of state of Delhi.

**Mission Director, DSHM  
GNCT Delhi**

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## SECTION-VI

### PAYMENT TERMS & CONDITIONS

#### Payment Terms & Conditions

- i. The vendor shall submit invoice/bill in duplicate in the name of Mission Director , DSHM along with copy of all service cum installation reports and performance certificate from both the hospitals i.e **Deen Dayal Upadhyay Hospital, Delhi and Dr. Baba Saheb Ambedkar Hospital Delhi** separately.
- ii. The payment shall be released by DSHM with the approval of Competent Authority .
- iii. Payment of equipment will be made after the all service cum installation reports and performance certificate from both the hospitals i.e **Deen Dayal Upadhyay Hospital, Delhi and Dr. Baba Saheb Ambedkar Hospital Delhi** separately.
- iv. Payment of CMC will be made after expiry of 5 years warranty, on yearly basis subject to satisfactory services.

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## **SECTION-VII**

### **EVALUATION PROCESS**

#### **Opening of Proposals**

The Contracting Authority would open the PART-1 i.e. Technical Bid on the dates as specified in the bid and will conduct technical evaluation as per the criteria laid down in the bid.

#### **Evaluation of Financial Bid**

The TIA will open 'Financial Bid' of only those Bidders, who are technically qualified.

The Financial Bid should be furnished clearly indicating the bid quote in both figures and words and signed by Bidder's authorized signatory. In the event of any difference between figure and word, the amount indicating in words shall be taken in to account. The Bid Amount shall constitute the sole criteria for evaluation of Financial Bids.

The Financial Bid of the Bidders should take into consideration all the expenses incurred or likely to be incurred for the operation of Services. The Financial Bid should be inclusive of all applicable taxes. The Bidder who quotes the lowest price shall be declared as the Selected Bidder (the "Selected Bidder").

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# **APPENDICES**

## **SECTION : VIII**

### **FORMATS FOR PROPOSAL SUBMISSION**

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**FORMAT-I**  
**AFFIDAVIT (NON-CONVICTION / NON-BLACKLISTING)**

(To be furnished by the Bidder (On Non –judicial stamp paper of Rs 100  
duly attested by notary public)

1. I, the undersigned ,do here by certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that Company/Society/Trust/M/s \_\_\_\_\_ have/has not abandoned any work for the Government of Delhi or any other State Government or Govt. of India on the date of submission of this Bid.
3. The undersigned also here by certifies that Company/Society/Trust/M/s \_\_\_\_\_ have/has not been debarred/blacklisted/declared undependable by Government of Delhi, or any other State Government or Government of India for any work at the time of submission of bid.
4. The under signed further certifies that
  - a) Our Company/Society/Trust ..... has/have not been punished for any offence
  - b) Our Company/Society/Trust.....have/has neither been convicted of any offence nor any criminal case(s)is/are pending before any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent TIA or corporation to furnish pertinent information deemed necessary and requested by Department, to verify this statement or regarding my (our) competence and general reputation of M/s.....
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of Department.

Signed by an authorized Officer of the  
Company/Society/Trust Title of Officer  
Name of  
Company/Society/Trust  
Date  
Phone No.

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**FORMAT: II**

**PROPOSAL COVERING LETTER**

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**[On the Letter head of the Bidder]**

Date:

**To**

**Mission Director, DSHM,  
Delhi State Health Mission,  
B-Wing, 6th Floor, Vikas Bhawan-II,  
Civil Lines, New Delhi-110054**

**Re: Tender for selection for procurement of RFID enabled Smart Blood Storage Management System the state of Delhi.**

Dear Sir / Madam,

We, the undersigned, offer **for procurement of RFID enabled Smart Blood Storage Management System in the state of Delhi**, in the Hospital.....<Mention the name of the Hospital>, in accordance with your tender vide Ref No .....dated..... We are hereby submitting our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a Joint Venture. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the Competent Authority may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of Competent Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to Competent Authority any additional information it may find necessary or require supplementing or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by non imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

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**We declare that:**

- a. We have examined and have no reservations to the Tender Documents, including any Addendum issued by DSHM;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any TENDER or request for proposal issued by or any contract entered into with DSHM or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a member of a/any other company applying for selection.
- e. We certify that in this regard that we have not been convicted by a court of law.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DSHM and / or the Government of Delhi in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney (PoA) in favor of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- j. In the event of my/our being selected, I/We agree to enter into a contract for the services awarded to us by the DSHM.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the TENDER document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

**FORMAT : III**

**AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL**

**(On Non – judicial stamp paper of Rs.100/- duly attested by notary public)**

**POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_ (*name and address of the registered office of the Single Entity*) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o \_\_\_\_\_ (*name and address of residence*) who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized signatory/representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, \_\_\_\_\_ for **“Selection of service providers for providing RFID enabled Smart Blood Storage Management System .....mention name of the Hospital in the state of Delhi”** (the **“Project”**), including signing and submission of all documents and providing information / responses to Department, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this .....Day of 2025.

For .....

(Name, Designation and address)

Accepted

..... (Signature)/ Name and post

**Signature attested by agency**

(Name, title and address of the company)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).



**FORMAT : IV**

**PARTICULARS OF THE BIDDER'S ORGANISATION**

<b>Name and full address of the organization</b>	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address( <i>Official</i> ): Organization website: Year of Incorporation	
Details of Registered Office in Delhi State Address Telephone No(s) Fax No(s) E-mail address( <i>Official</i> ): Organization website: Year of Incorporation:	
Turn Over of the Organization (in lacs)  <b>2021-22, 2022-23 and 2023-24:</b>	
Income Tax Registration number (PAN)	
Goods and Services Tax (GSTN):	
Type of organization (Company/Society/Trust)	
Registered in Planning Commission Portal for NGOs/NGO Darpan	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the DSHM  (Attach letter of authority)	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____	

FORMAT: V

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act)

**Ref: Bank Guarantee No.:**

**Date:**

**To**

**Mission Director, DSHM,  
Delhi State Health Mission,  
B-Wing, 6th Floor, Vikas Bhawan-II,  
Civil Lines, New Delhi-110054**

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder", has been identified and selected for the Hospital of .....(*Mention the name of the Hospital*), and has undertaken, in pursuance of Contract dated ... 2024 (hereinafter referred to as "the Contract") to implement the [*TENDER Notice Selection* for selection of firm for **procurement of RFID enabled Smart Blood Storage Management System in the < Mention the name of the Hospital> Delhi**

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the services/performance of the [*TENDER Notice Selection of service providers* for selection of firm for **procurement of RFID enabled Smart Blood Storage Management System in the < Mention the name of the Hospital> Delhi** in the state of Delhi] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the DSHM the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of ....., to the Delhi State Health Mission (DSHM) under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards DSHM, under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Delhi State Health Mission (DSHM) stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Delhi State Health Mission (DSHM) any and all sums demanded by Delhi State Health Mission (DSHM) under the said demand notice, subject to the maximum limits specified in **Clause 1** above. A notice from Delhi State Health Mission (DSHM) to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (*Mention the official address of the bidder*)
3. This Guarantee shall come into effect immediately upon execution and shall remain valid for a period of sixty days (60) beyond the date of competition of all the contractual obligation of the supplier/service provider including warranty period
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a. Any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.

- 
- b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that DSHM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that DSHM may have in relation to the bidder's liabilities.
  6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of DSHM or any other indulgence shown by Delhi State Health Mission (DSHM) or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
  7. This guarantee shall be governed by the laws of India and only the courts of Delhi shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2022

Witness

(Signature) (Signature) (Name) (Name) Bank Rubber Stamp

(Official Address) Designation with Bank

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**FORMAT:VI**

**DECLARATION BY BIDDER**

**Format for Affidavit Notary attested or sworn before executive magistrate certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100)**

**Affidavit**

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by Delhi State Health Mission/DHS or any other entity of GoI or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2022

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

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**FORMAT:VII**

**UNCONDITIONAL UNDERTAKING**

(Duly signed scanned copy to be attached with technical bid and original to be submitted in hard copy along with technical bid)

To

Mission Director, DSHM

Delhi State Health Mission (DSHM)  
National Health Mission,  
B-Wing, 6th Floor, Vikas Bhawan-II, Civil Lines,  
NewDelhi-110054

Madam/Sir,

**ACCEPTANCE OF DSHM TENDER CONDITIONS**

The TENDER document for the work of “Selection of service providers for **procurement of RFID enabled Smart Blood Storage Management System in the < Mention the name of the Hospital> Delhi** has been published by DSHM and I/We hereby certify that I / we have inspected and read the entire terms and conditions of the TENDER document downloaded from Delhi Government Centralized e-Procurement portal, i.e., <https://govtprocurement.delhi.gov.in/nicgep/app> and I / We shall abide by the conditions / clauses contained therein.

1. I / We hereby unconditionally accept the TENDER conditions of DSHM TENDER document in its entirety for the above work.
2. The contents of TENDER document have been noted wherein it is clarified that after unconditionally accepting the TENDER conditions in its entirety, it is not permissible to put any remarks / conditions in the price bid and the same has been followed in the present case. In case, this provision of the TENDER is found violated after opening price bid, I / We agree that the TENDER shall be rejected.
3. That I / We declare that I / we have not paid and will not pay any bribe or approach for any influence on any officer of DSHM during the course of procurement or execution, and further if any officer of DSHM asks for bribe / gratification, I / We will immediately report it to the Appropriate Authority of DSHM’.

Date :            Yours faithfully,  
(Signature of the tenderer with rubber stamp)

**FORMAT-VIII**  
**FINANCIALBID**

1.Name and Address of the Bidder:

**I/We here by quote for bid for “procurement of RFID enabled Blood Storage Management System:**

Name		Description	Cost in number (In Rs.)	Cost in word
RFID Enabled Smart Storage System with encoder for Blood Management Inventory System	A	Cost of RFID system ( Per Unit) including 3000 RFID enabled smart tags.		*
	B	Unit cost of RFID enabled smart tags. ( Consumable)		*
	C	Cost of CMC for 5 years (After Expiry of warrant of 5 year)		*
		<b>Sub Total (A+B+C)</b>		

**\*If available on portal.**

- *The L1 will be decided based on the total rate quoted i.e (A+B+C) .*

*This amount shall be inclusive of all applicable taxes, including service tax, countries, duty (s) etc.*