ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Bhubaneswar, (Odisha) – 751 019
Website:www.aiimsbhubaneswar.edu.in

E-Tendering Portal: https://www.tenderwizard.com/AIIMSBBSR

E-TENDER DOCUMENT

Name of the e-Tender : Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E-Tender No. 11032/033/AIIMSBBSR/ENT/2018-19/71 Dated: 06-07-2018

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through E-procurement solution portal of AIIMS Bhubaneswar (https://www.tenderwizard.com/AIIMSBBSR) on mutually agreed terms and conditions and satisfactory performance for the Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS Bhubaneswar and supply of items as per the Specifications.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:
https://www.tenderwizard.com/AIIMSBBSR
For E-tendering Queries contact Representative of ITI Limited (Bhubaneswar).
Email:*twhelpdesk614@gmail.com* ***or*** twhelpdesk404@gmail.com , ***Mob:*** 07377708585 /011-49424365.

E-TENDERING SCHEDULE

Name of the e-Tender : Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	:	As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR, www.aiimsbhubanewar.edu.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	:	As per e-Tendering Portal of AIIMS BBSR https://www.tenderwizard.com/AIIMSBBSR
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	:	As per e-Tendering Portal of AIIMS, Bhubaneswar https://www.tenderwizard.com/AIIMSBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar -751019 (Odisha)
Date, Time & Place of Opening of Technical Bid	:	The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBBSR
Tender Document Cost payable to AIIMS Bhubaneswar	:	To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	:	**As applicable and displayed on https://www.tenderwizard.com/AIIMSBBSR and payable to www.tenderwizard.com directly by the prospective Tenderer.**
EMD	:	**EMD Rs.80,000/- in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months in favour of AIIMS Bhubaneswar.**

Schedule of Tender

Issue / Publishing Date	:	**Dt. 06-07-2018**
Last date and time of submission of e-tender	:	**Dt. 01-08-2018, at 11:00 AM**
Date & time of opening of e-Tender	:	**Dt. 01-08-2018, at 12.00 PM**
Amount of Earnest Money Deposit (EMD)	:	Rs.80,000/- (Rupees Eighty Thousand only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar - 751019

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Oscillating Saw and Otology Drill System	01 Set	80,000.00

Tenderer need to deposit the EMD Amount as per above mentioned Item in the Form of FDR/Bank Guarantee in favour of "AIIMS Bhubaneswar" and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of EMD in sealed envelope should be submitted on or before the Date of Submission of Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block , AIIMS Bhubaneswar -751 019. The AIIMS Bhubaneswar will not pay any interest on any EMD Amount to bidder

The EMD of the successful bidder shall be returned after the successful completion of contract and in case of unsuccessful bidders the same would be returned after award of the contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

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

Further, CPPP already has a provision of capturing UAM(Udyog Aadhar Memorandum) number issued by MSME by the vendors in order to identify themselves as MSME vendor. MSME vendors are to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSEs Order,2012 for tender invited electronically through CPPP. Declaration of UAM number by the vendors on CPPP is mandatory.

Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. aso@aiimsbhubaneswar.edu.in & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (e-mail)to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

Amendments in Bidding Documents

At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS, Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar

Two Bid System Terms & Conditions :

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

(i) **Technical Bid:** All required documents submitted to be online.

(ii) **Financial Bid:** The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.

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

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for supply ,Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar. The sealed envelope should reach on or before last date & time of submission of e-Ternder. i.e before the due date of submission of online bidding.

a. EMD

b. Undertaking for acceptance of all Terms & Conditions **(Annexure- I).**

c. Notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that

1. Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 10/- as per **Annexure-II**, duly attested by notary public.
2. No police case is pending against the Proprietor / partner of the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
3. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.
4. Proprietor/firm has never blacklisted by any organization.

d. Details of Make , Model of items, Country of Origin without mentioning price.

e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.

f. Manufacturers Authorisation certificate in case of authorised distributor of OEM **(Annexure- III)**

(i)Technical Bid (Specification) :

Name of the e-Tender : Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

SPECIFICATION FOR OSCILLATING SAW AND OTOLOGY DRILL SYSTEM :

SPECIFICATION OF MAIN CONSOLE:

- It should be a versatile powered ENT system, that lets to choose just the power required for various ENT and Aesthetic related surgeries.
- The system should suitable for wide variety of procedures ranging from Rhinology, Other transnasal procedures,Otology/ Neuro otology / Nasopharyngeal / laryngeal / tracheal / bronchial.
- It should have in built user friendly interactive menu and illustrative help guide.
- It should have large Touch screen monitor.
- The various parameters should able to adjust either from touch screen panel or from the multifunction foot switch.
- It should able to connect multiple hand pieces at a time like Micro-debrider hand pieces (Up to 5000 RPM in Oscillating mode & 12000 RPM in Forward mode), low speed Otology drills (Up to 16000 RPM), High speed Otology drills (Up to 60000 RPM), Micro Saw System like Reciprocating Saw, Oscillating Saw & Sagittal Saw.
- Console should recognize the various hand pieces and automatically adjust the settings accordingly.
- It should have inbuilt pumps each for Irrigation (5Cc / Min to 100Cc / Min) and Cooling.
- It should have multifunction ergonomically designed foot control with light emission for easy identification.
- It should able to control Speed / Mode, Forward / Reverse toggle, Active hand piece change from the Foot control itself.
- It should have option for remote control Irrigation to operate from sterile area.
- It should have in built Lens cleaning system.
- Main Console should have an option to operate manual foot paddle from console itself in case the foot paddle are not working.
- It should have the provision to mount the console on various sizes of IV pole.

SPECIFICATION OF MICRO SAW HAND PIECE:

- The Saw System should be operational with the existing console which is available in the hospital.
- Micro saws should be light weight and the cable should be fixed with the saw system.
- The saw system should be Oscillating, Reciprocating & Sagittal.
- All the hand piece should be separate no adaptors required for common.
- The saw hand piece should be separate and should not be interchangeable with single hand piece.

- The finger control should have 'SAFE" position to insert the blades and "ON" position to activate the hand piece.
- Should operate in 23000 cpm speed.
- Blade stroke should be 8 deg.
- Blades should be unique and made of stainless steel.
- Blades should be of 0.3mm-21.3 mm thickness with fine cutting laser design.
- There should be different design of Blades for utilizing for the ENT.
- The sagittal and oscillating blades should be common for both the hand pieces.
- There should be irrigation integrated at the time of usage the following blades have to be provided:
  a) Reciprocating blades thickness from 0.3mm with the cutting edge of 25mm
  b) Reciprocating blades thickness 0.4mm-16.3 mm with variable thickness.
- Sagittal and oscillating saw blades thickness from 0.3mm to 13mm with variable cutting edge and depth.

Specification for otology drill:

- The handpiece of the saw system should be compatible with the drill system
- The otology drill should have straight and angled hand piece 1 each
- There should be auto irrigation port
- Speed upto 60,000rpms
- Carbide burrs should be used, with each burr functional for up to 20 cases
- The burrs should be rust free

ISO /CE Europe /US FDA certification,

All equipment should be manufactured by a single manufacturer

Demo is mandatory and no excuse for extension of demo date shall be entertained

Single vendor shall supply all equipment

After sales on site service should be provided by the vendor

At least 2 orders of supply to government organizations should be submitted

Technical Bid (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format :

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head). 1. Name & Address of Tenderer with phone number, email-id 2. Specify whether a Company /Proprietorship / Partnership firm 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby, If any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	Signed copy of GST Certificate showing clearly GST no. of the firm		
F	Income Tax return for the last Three years of the firm.		
G	Annual Turn Over for last Three Financial Years of the firm (Duly signed by CA)		
H	Whether the Firm/Agency has signed each and every page of Tender / NIT		
I	Details of the Earnest Money Deposit (EMD) Rs.80,000/- (Rupees Eighty Thousand only)		
J	Firms registered with NSIC (for sale of Medical Equipment/ Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
K	Whether the firm is a registered firm under MSEs, SSI or NSIC (attached copy of certificate). MSME bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not.		
L	Notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that (i) no police case is pending against the Proprietor / partner/Director of the Firm/Company (Agency).Indicate any convictions if any against the Company/firm/partner. (ii) proprietor/firm has never blacklisted by any organization. (iii) we have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
M	Undertaking for acceptance of all Terms & Conditions in original **(Annexure-I)**.		
N	Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 10/- as per Annexure , duly attested by notary public in original **(Annexure-II)**		
O	Manual Submission of Documents		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
P	Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - **(Annexure-IV)**		
Q	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
R	Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & Labour whenever required at least for 5 (Five) years after completion of warranty/Guaranty. Manufacturers' Authorisation form - **(Annexure - III)**		
S	Providing CMC for 5 years after 5 years Warranty must be enclosed. - **(Annexure-VII)**		
T	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any **(Annexure - V)**		
U	The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed		
V	Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof.		
W	**Bank Details :** 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
X	Any other information, if necessary		

(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format as per "**Annexure- VI " and "Annexure-VII".**
2. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation, 05 (Five) Years Onsite Warranty inclusive of all spares & Labour, percentage of GST etc.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.

4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

5. The Custom Duty (applicable CD % beyond the CDEC provided by AIIMS Bhubaneswar) etc. wherever applicable, should be indicated separately in the respective column given in the Financial Bid. Non-indication will denote that nothing will be charged as Custom Duty (applicable CD% beyond the CDEC provided by AIIMS Bhubaneswar).

6. The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the "**Annexure- VII"** for each Equipment / item (on which the Warranty/Guarantee applicable).

7. After due evaluation of the bids Institute will award the contract to the responsive tenderer who has quoted the lowest Price for the items including CMC charges for 5 years after expiry of 5 years warranty/guarantee period.

Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar

GENERAL TERMS AND CONDITIONS :

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

B. Qualified Bidders are required to arrange a demonstration of the equipment, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.

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

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

D. The model of the item offered should not be obsolete /out of production for at least 10 years from the date of installation and commissioning of the Equipment.

E. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)

I. Tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the guarantee/warranty period.

II. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 10 years from the date of Installation & Commissioning of the equipment and undertake to provide the same to the institute at no extra cost.

III. The supplier warrants comprehensively for 60 (Sixty) months Onsite Warranty including Spare Parts & Labour etc. that the Items/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the items/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the AIIMS, Bhubaneswar specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.

Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

Replacement and repair will be under taken for the defective Equipment. Proper marking has to be made for all spares for identification like marking of installation and repair dates.

The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime) on yearly basis throughout the contract period.

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

The firm will be required to pay a penalty of Rs. 300/-(Three Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm

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

V. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-

Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the Equipment and efficient after sales services.

VI. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

The supply of Equipment/Goods/Stores/Articles should be brand new and supply should be made in good condition to the Central stores, AIIMS, BBSR by the bidder at their own cost up to F.O.R. to AIIMS Bhubaneswar.

VII. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

VIII. The bidder will give 5 (Five) Years onsite GUARANTEE/WARRANTY inclusive of all Spares and Labour and after completion of 5 Years WARRANTY period price for 5 Years CMC :-

One visit every three months (4 visits in a year) for periodic /preventive maintenance and any time for attending repairs /breakdown calls.: -

The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 10% of the cost of the Purchase Order for the period of warranty plus 0 2 (Two) months indemnifying the AIIMS against all losses incurred by the AIIMS during the warranty/maintenance period. This has to be submitted after satisfactory installation along with the bills. The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the **"Annexure-VII"** for each Equipment/item (on which the Warranty/Guarantee applicable).

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

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

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

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

I. The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment

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

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

II. The firm will be bound to supply , Install & Commission of the Equipment within 30 days from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

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

IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, Part billing is strictly prohibited.

K. INSPECTION OF SUPPLIES:-

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

L. PAYMENTS: -

- 70% payment of the total order value shall be released after the successful installation & Commissioning of the ordered goods against submission of the test report & on furnishing of Performance security & execution of Contract Agreement.
- Balance 30% of the order value shall be released after one month of successful installation & Commissioning of the equipment and basing upon the report of satisfactory functioning to be furnished by AIIMS, Bhubaneswar.

M. OTHERS:-

Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhubaneswar. If it is found that the firm has given sub- contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeited by AIIMS Bhubaneswar.

The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Stores/ Goods/ Items at AIIMS Bhubaneswar.

N. PACKING & MARKING OF SUPPLIES:-

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

O. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

P. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

Q. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit 10% of value of the Contract / Purchase Order as Performance Security Deposit in favour of "AIIMS Bhubaneswar" by way of "Performance Bank Guarantee/FDR" from a nationalized /Commercial Bank (refundable after expiry of the contract period/or after the completion of 5 (Five) years warranty period + 2 (Two) months valid for 62 months.) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned Departments /authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of

CMC Value of Equipment shall require to be deposited by the Bidder to AIIMS Bhubaneswar.

R. Debarment from bidding.

(i) A bidder shall be debarred if he has been convicted of an offence-

(a) under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

S. **Code of Integrity:**

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

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

Seal & Signature of Bidder

Please see annexure enclosed: - Annexure-I to VII

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	**Annexure- I**	17
2	Criminal Liability Undertaking	**Annexure- II**	19
3	Manufacturers Authorisation Form	**Annexure- III**	20
4	Deviation Statement Form	**Annexure- IV**	21
5	Performance Statement Form	**Annexure- V**	22
6	Financial Bid (PART -I)	**Annexure- VI**	23
7	Financial Bid (PART -II) CMC Charges for after 05 Years Warranty	**Annexure- VII**	24

Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

Annexure-I

Name of the E-Tender : Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To

The Director,

AIIMS Bhubaneswar,

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhubaneswar.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. Performance security 10% of the cost of the supply value shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. for 62 months).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
8. If I/We fail to supply the stores in stipulated period the AIIMS Bhubaneswar has full power to compound or forfeit the Bid Security/security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Bhubaneswar, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make/Model /Catalogue/ technical literature description.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period.
16. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS failing which a penalty at the rate of 300/- per day from pending bill/Bank Guarantee before releasing the same to us after 62 (Sixty Two) months.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhubaneswar (India)will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place ……

Date……

ANNEXURE – II

Name of the E-Tender: Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

I…….S/o……....…… ……. Resident of

…….…….…… ……...…

……..…….…….. Do solemnly pledge and affirm:

1. That I am the proprietor /partner/authorized signatory of

M/s. ……..…… ……..

1. No police case is pending against the Proprietor / partner of the Company (Agency). Indicate any convictions if any against the Company/firm/partner.
2. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.
3. ----------(Proprietor/firm)has never blacklisted by any organization.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Annexure-III

Manufacturers' Authorisation Form

The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

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

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

To. : insert Complete name and address of Purchaser

WHEREAS

We (**Insert Complete name of Manufacturer**), Who are official Manufacturers in (***Insert type of goods manufactured),*** having factories at (***insert full address of Manufacturer's Factories),*** do hereby authorised (**Insert Complete name of Bidder**) to Submit a bid the purpose of which is to provide the following Goods, manufactured by us (**insert name and or brief description of the Goods),** and to subsequently negotiate and sign the contact.

We accept the warranty / Guarantee condition mentioned in the tender documents of AIIMS, Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of Spares parts & Consumables for the period of 10 years for supplied equipment to AIIMS Bhubaneswar.

Signed : (**insert signature of authorised representative of the manufacturer**)

Name : (**insert complete name of authorised representative of the manufacturer**)

Duly authorised to sign this authorisation of behalf of: (**insert complete name of Bidder**)

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

Annexure - IV

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification	Deviations	Remarks (including Justification)

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Note :

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating " No deviations"

Annexure – V

Performance Statement Form

Name of the Firm .....

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Equipment)	have the items been installed & Commissioned satisfactorily (Yes/No)

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

Place :

Date :

Note : Documents to be attached.

Annexure- VI

Financial Bid (Part –I)

Sl. No	Name of Item	Quantity	Rate Per Unit	GST (%)	Amount (including GST)
1.	Oscillating Saw and Otology Drill System Make: Model :	1 (One) Set			
(Rupees .....)					

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

ANNEXURE – VII

CMC CHARGES

Financial Bid (Part-II)

(Applicable only if participating for Equipment)

Name of the E-Tender: Supply, Installation & Commissioning of Oscillating Saw and Otology Drill System at AIIMS, Bhubaneswar.

Tender Item No.	Name of the Equipment	Rates of CMC (for equipments only)					Total CMC Cost for 5 Years	TAXES (IF ANY)	Total CMC Cost for 5 Years including Taxes (GST)
		1st yr	2nd yr	3rd Yr	4th Yr	5th yr			
1	Oscillating Saw and Otology Drill System Make : Model :								
Total									
(Rupees .....)									

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm ……

Date……Place…….

E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal **www.tenderwizard.com/AIIMSBBSR, https://eprocure.gov.in or www.aiimsbhubaneswar.edu.in**

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS,BBSR
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

    For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

4. Registration :

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

4. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e. https://www.tenderwizard.com/AIIMSBBSR

Broad outline of submissions are as follows:

(i) Submission of Bid Parts (Technical & Financial)
(ii) Submission of information pertaining to Bid Security/ EMD.
(iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded.

Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) – 751019** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar, valid for a period 180 days

2. Documents as Per NIET

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBSR by the bidders in time, then AIIMSBBSR will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

   While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Sanjeeb Kumar Mahapatra (07377708585), Helpdesk-011-49424365, ITI email ID for mailing communication:- twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ twhelpdesk614 @ gmail.com