

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.nic.in

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BHUBANESWAR

सिजुआ, डाक: डुमुडुमा, भुवनेश्वर, ओडिशा- ७५१०१९

SIJUA, POST- DUMUDUMA, BHUBANESWAR, ODISHA- 751019

Website: www.aiimsbhubaneswar.edu.in

E-tender No. - STORE-37/20/2024-STPUR SEC /43

ई- निविदा - STORE-37/20/2024-STPUR SEC /43

Name of the e-Tender: Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

E-TENDER DOCUMENT

Name of the e-Tender: Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Notice Inviting E-Tender

E -Tender No. STORE-37/20/2024-STPUR SEC /43

Dt. 28-01-2025

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers online through e- procurement solutionportal of AIIMS Bhubaneswar (www.aiimsbhubaneswar.nic.in) as per terms and conditions contained in this document for satisfactory performance for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK on Rate Contract Basis at AIIMS Bhubaneswar as per the Specifications mentioned in Technical Bid.

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be 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 all 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 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification.

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://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email for Support Technical: [support-eproc\(at\)nic\(dot\)in](mailto:support-eproc(at)nic(dot)in)

Email for Policy Related - [cphp-doe\(at\)nic\(dot\)in](mailto:cphp-doe(at)nic(dot)in)

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Sr. Procurement-cum Store Officer (I/C)
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender: Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app , in the Tender box kept in the Mini Board Room, Directors Office, 1 st Floor, Admin Building, 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://eprocure.gov.in/eprocure/app , In case the Scheduled date is declared Holiday the
Tender Document Cost payable to AIIMS Bhubaneswar	NIL. 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	As applicable and displayed on https://eprocure.gov.in/eprocure/app ,

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD) (in shape of FDR/BG)	:	Rs. 25,000/- (Rupees Twenty-five Thousand only) EMD should be valid for 45 Days beyond the Bid validity
Validity of Bid	:	180 days from the last date of bid submission.
Performance Security	:	5% of the value of Contract.
Validity of Performance security	:	14 months.

Important Dates

Issue/Publishing Date	:	Dt. 28-01-2025
Document download start date	:	Dt. 28-01-2025
Date & time of Pre-bid Conference	:	Dt. 06-02-2025 at 03:00 PM
Start date of Submis	:	Dt. 13-02-2025
Closing date & Time of Submission	:	Dt. 07-03-2025 at 05:00 PM
Date & time of online Technical Bid opening.	:	Dt. 12-03-2025 at 03:00 PM
Date & time of opening of Price Bid	:	Opening Notice will be uploaded in CPPP & AIIMS BBSR website.

INSTRUCTIONS TO BIDDERS (ITB)

1.1 The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

1.2 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.

1.3 Bid Validity: The validity of the Bid/ Tender Document shall be for **180 days** from the date of opening of the bid.

1.4 Bidder' Eligibility: Tender should be quoted only by the original manufacturer (OEM) or by their authorized distributor or selling agent. Bidder other than OEM shall submit a current authority letter from the original manufacturer concerned in the format given at “**Annexure-III**”.

1.4.1 The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).

1.4.2 The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

1.4.3 The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

1.4.4 The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

1.4.5 The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.

1.4.6 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

1.4.7 Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

In case where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned.

- 1.4.8 **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs.15,00,000/- (Rupees Fifteen Lakh only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 1.4.9 **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the Bidder of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs.4,00,000 (Rupees Four Lakh only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the Bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 1.4.10 **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for **03 years** as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 1.4.11 If the bidder is a **Micro or Small Enterprise** as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.
- 1.4.12 If the bidder is a **Start-up**, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 1.5 Bidders are required to quote strictly as per specification of the Consumables. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV on or before the last date of submission of such request.**

1.6 Earnest Money Deposit (Bid Security):

Item No.	Description	EMD (Rs.)
1.	EBUS-TBNA Needle on Rate Contract	Rs. 25,000/- (Rupees Twenty-five Thousand Only)

Exemption from EMD: Following categories of Sellers shall however, be exempted from furnishing Bid Security:

1.6.1 Firms registered with **NSIC** (for sale of Medical Consumables/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 departments/ firms have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

1.6.2 **Micro and Small Enterprises (MSEs)** who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

1.6.3 **Start-ups** as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

1.7 Clarification of bidding documents:

The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

All queries/ doubts/ representation/ clarification to be sent by e-mail to below mentioned E-mail IDs with the subject as "*Representation on Tender for supply of "EBUS-TBNA Needle on Rate Contract"*" on or before the allotted due date.
(Bidder may refer **Annexure-IV** for submitting their representation/clarification).

spo@aiimsbhubaneswar.edu.in
so.patanjali@aiimsbhubaneswar.edu.in
aso_anup@aiimsbhubaneswar.edu.in

The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received within the last date of receipt of Representation.

1.8 Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(ii) At any time till **2 (two) days before** the deadline for opening of Technical 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 **2 (two) days before** the deadline for opening of Technical bids, shall be binding on the participatory bidders.

1.9 Terms of Two Bid System:

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

1.9.1 Technical Bid: All required documents to be submitted online. Additionally, the Original documents in hard copy as sought in the Tender also need to be submitted.

1.9.2 Financial Bid: Financial Bid is to be submitted on line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

1.9.2.1 The Rates are to be quoted in the given format as per Annexure-VI.

1.9.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges inclusive of all spares & labour charges and GST (percentage of GST must be mentioned clearly).

1.9.2.3 The rates should be quoted in Indian Rupees in figures as well as in words. If discrepancy observed in quoted GST among bidders for a particular item, then decision will be taken as per GST confirmation only.

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

1.9.2.5 After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for the Consumables subject to M I I preference clause.

1.9.2.6 Deleted

1.9.2.7 Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

1.9.3 Manual Submission of Following Document 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 of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK on Rate Contract at AIIMS, Bhubaneswar*. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

- a. **Original EMD.**
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**

1.10 Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

1.11 Public Procurement (Preference to Make in India/MSEs/Start-ups):

- 1.11.1 Preference to Make in India products** (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid.

Eligible micro and small enterprises will be allowed to participate.

Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- a)'Class-I Local Supplier' with local content equal to or more than 50%.
- b)'Class-II Local Supplier' with local content more than 25%, but less than 50%.
- c)'Non - Local Supplier' with local content less than or equal to 25%.

Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof

- 1.11.2 Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small

Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued 3 / 7 by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

1.11.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order 2012 and Preference to Make in India in Public procurement will be as per the guidelines laid down by the OM No.F.1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure amended from time to time.

The guidelines can be obtained through following link:

https://doe.gov.in/files/circulars_document/Concurrent_application_of_PPP_for_Micro_Small_Enterprises_Order_2012.pdf

1.12 Procurement outside GeM:

As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.

An undertaking also to be given in company letter head that “**Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM**”.

1.13. Bid Opening:

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at same time.

1.15 Evaluation of Bid :

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for the Consumables subject to above mentioned conditions.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.11 above.

**Sr. Procurement-cum Store Officer(I/C)
AIIMS Bhubaneswar**

2.0 GENERAL TERMS AND CONDITIONS :

- 2.1** The validity of the Bid /Tender Document shall be for **180 days** from the date of opening of the bid.
- 2.2** Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent, who shall submit a current authority letter in support of the same from the original manufacturer(OEM) concerned in the format given at **“Annexure-III”**.

Bidders are required to quote strictly as per specifications of the Consumables/Apparatus. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure-IV before the last date of submission of such representation.**

Additional features if any, should be listed separately in the offer.

- 2.3** The model of the item offered should be brand new and should not be refurbished or obsolete.
- 2.4** The Consumables/Accessories/Apparatus 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 particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said Consumables/ Accessories/ Apparatus/ articles or such portion thereof as may be discovered not to conform to the said description and quality.
- 2.5** **Qualified Bidders are required to arrange a demonstration of the Consumables, 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.
- 2.6** Fall Clause: If at any time during the execution of the contract, the Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such Consumables, 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/ other INI /PSUs at a price lower than the price chargeable under the contract during the Currency of the contract, they will forthwith notify AIIMS, Bhubaneswar. The difference in cost due to such reduction or sale or offer of sale would be refunded by the bidder to AIIMS Bhubaneswar, if the contract has already been concluded or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
- 2.7** In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. Ground Rent at the rate of 1% of the cost of un-cleared/rejected material per week or part thereof, with maximum ceiling of 10% of value of the un-cleared/rejected material shall be applied from after 14 days of the issue of Rejection Notice. Ground rent shall be calculated from the day just next to the date of expiry of the period of removal of rejected items as mentioned on rejection

intimation letter issued by the Store Section of AIIMS Bhubaneswar. If the rejected items are not lifted after lapse of 10 weeks and if it is found that the firm has not taken any action for lifting of rejected goods, then the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 day's-time to the firm. When the firm fails to pay the applicable ground rent within the prescribed period, AIIMS Bhubaneswar is entitled to recover the ground rent due and all incidental expenses from EMD/PSD/Bill if any.

- 2.7.1 Purchase Order will be placed from time to time as and when required during the currency of the contract in which exact quantities required on each occasion together with the date of delivery shall be specified.
- 2.7.2 Purchase Order(s) against the contract will be accepted as long as these reach the Rate Contract holder/firm on or before last date of the currency of the contract. Purchase Orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.
- 2.7.3 Delivery of supplies/Stores: Delivery of stores shall be F.O.R to Central Store, AIIMS Bhubaneswar. The AIIMS Bhubaneswar is not liable for payments on account of Freight/Taxes/ allied expenditures/loading-unloading, which are to be quoted inclusively by the suppliers. The manufacturer can have only one authorized agency/authorized stockist for all/part of their quoted items throughout the Contract in Bhubaneswar. Frequent changes of authorization are highly discouraged. Change of authorization will be acceptable only in justified cases AND supply/delivery is not disrupted in any way, subject to approval of the Competent Authority. Request for change of authorization after the expiry of delivery will not be entertained. It will be the sole responsibility of the participating manufacturer to ensure the supply once the PO is issued. The registered office of authorized agency/ stockist/distributor/dealer should be existing within the radius of 50(Fifty) km distance from AIIMS, Bhubaneswar.
- 2.7.4 The firm will be bound to supply the ordered items preferably within 30 days of issuance of purchase order. Extension shall not be allowed in ordinary course, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within 10-15 days of receipt/acceptance of Purchase Order or before the due date whichever is earliest. Thereafter, suitable action as deemed fit (Refer term No.-2.9.7), will be initiated. If the items are imported one, necessary documentary proof along with a request letter from the Importer/dealer thereof may be submitted for consideration of 90 days Delivery Period for such items.
- 2.7.5 The successful Bidder along with the copy of the Invoice shall submit the copy of the Standard Quality Certificate of analysis wherever applicable from their own laboratory/NABL Accredited Laboratory/Government approved Laboratory as applicable with necessary protocols for every batch of items supplied to the Central Stores & Hospital Pharmacy, AIIMS, Bhubaneswar at the time of supply. The successful bidder has to submit all copies of the Test Reports to Central Pharmacy, AIIMS, Bhubaneswar for future reference within 7 days of delivery.
- 2.7.6 The supplier shall supply the materials along with copy of Invoice, Purchase Order, Test Report, Delivery Challan and other relevant documents at the Central Stores, AIIMS, Bhubaneswar during working days (Monday to Saturday excluding Holidays) and working hours (i.e.09:15AM to 05:15PM). Where more than one batch of item is supplied

under one Invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each shall be specified. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ PO. The suppliers are cautioned that the variation in the description of product in the Invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt accordingly.

- 2.7.7 Risk Purchase & Penalty: In case the bidder on whom the purchase order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. In addition, Liquidated damage will also be recovered for the items defaulted; calculated from the date of PO issued till the supply of the item(s) through risk purchase. The amount will be recovered from any of his subsequent/pending bills or Security Deposit. Black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
- 2.7.8 The quantity for supply will be as per the requirement of user departments and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhubaneswar. The payment would be made for actual supply made as per purchase order.
- 2.7.9 The Life period of any of the item supplied by the successful Bidder/Bidders will have the Minimum of two third of the expiry period remaining on the date of receipts of Items in AIIMS Bhubaneswar. The supplied items having less than two-third expiry period to AIIMS Bhubaneswar shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/Expiry of such items shall be replaced by the Bidder on free of cost.
- 2.7.10 The supply contract will be valid from the date of "Letter of Award". This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance be reported. This office reserves the right to Suo-moto terminate the supply contract by giving 30 days' notices at any point of time.
- 2.7.11 Both on large and smallest units (Bottle/Strips/pack) of the Consumables and Disposables, it is mandatory to Print/Sticker/stamp in indelible ink on label/packets/cartons "GOVT. SUPPLY, NOT FOR SALE" & No Price Should be quoted/printed on the Label. Cases, wherein quoting of price cannot dispensed with, it should be covered in indelible ink at the time of supply at AIIMS Bhubaneswar.
- 2.7.12 Parallel Rate Contract/Purchase: The AIIMS Bhubaneswar reserves the right to place an order for supply of any items mentioned in the Rate Contract at any stage to any other firm(s) without any information to the Rate Contract holder. Purchaser reserves the right to conclude one or more than one rate contract for the same item. AIIMS Bhubaneswar can renegotiate the price with the rate contract holders, even during the validity, if market conditions change significantly or undertake repeat competitive bidding through open/advertised tenders on the same terms and conditions, including specifications during the validity period of existing valid R/Cs. In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided. If the prices received are found lower than the existing Rate Contract prices, new Rate Contracts may be awarded at reduced prices and existing Rate Contracts at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause.
- 2.7.13 Conditional Bids will be treated as unresponsive and therefore shall be rejected.

- 2.7.14 Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents. In case where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
- 2.7.15 No deviation is accepted. Bidders may send representation to consider the deviation/suggestion in specification on or before the Pre-Bid meeting. Changes if any, will be issued as Final Corrigendum/addendum. No further deviation will be accepted for evaluation in Technical stage or any further.

2.8 DELIVERY OF THE CONSUMABLES/ ACCESSORIES/APPARATUS:

- 2.8.1 The Delivery of Consumables should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.
- 2.8.2 The firm will be bound to Supply, Install & Commission the Consumables within 30 days from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The institute 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.
- 2.8.3 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.
- 2.8.4 Part/Partial supply will not be accepted. However, in special circumstances, part supply may be accepted as per the institutional requirement with prior written permission and total delivery is to be completed within stipulated delivery period. The Part billing is strictly prohibited.
- 2.8.5 The firm shall supply the Consumables with proper packing and marking for transit so as to be received at destination free from any loss or damage.
- 2.8.6 The Consumables should be adequately covered under transit insurance at the risk and cost of the bidder.
- 2.8.7 In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. **Ground Rent** at the rate of 1% of the cost of un-cleared/rejected material per week or part thereof, with maximum ceiling of 10% of value of the un-cleared/rejected material shall be applied from after 14 days of the issue of Rejection Notice. Ground rent shall be calculated from the day just next to the date of expiry of the period of removal of rejected items as mentioned on rejection intimation letter issued by the Store Section of AIIMS Bhubaneswar. If the rejected items are not lifted after lapse of 10 weeks and if it is found that the firm has not taken any action for lifting of rejected goods, then the goods may be confiscated and disposed off as per disposal procedure in vogue after

sending a notice and giving 30 day's-time to the firm. When the firm fails to pay the applicable ground rent within the prescribed period, AIIMS Bhubaneswar is entitled to recover the ground rent due and all incidental expenses from EMD/PSD/Bill if any.

2.9 Option clause: The purchaser reserves the right to place orders for additional quantity up to 25-30% of the originally contracted quantity at any time at the same rate and terms of the contract during the currency of the contract.

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

2.11 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.

2.12 PAYMENTS :

2.12.1 Payments: 100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days.

2.12.1 Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be sub-standard, or not of the desired quality at any point of time of the contract period, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhubaneswar.

2.13 The bills raised by the selected tendering Manufacturers should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.

2.14 PERFORMANCE SECURITY DEPOSIT:

2.14.1 The successful Bidder will be liable to deposit 5 % of estimated value of the Contract / Purchase Order as Performance Security Deposit in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee" or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank. These Consumables are subject to verification from issuing bank before its acceptance by the authorities.

2.14.2 The Performance Security should be valid for 14 months from date of installation, which is refundable after 2months of expiry of the contract subject to successful fulfilment of terms and conditions and on receipt of requisite "No Dues Certificate" from the concerned Departments /authorities. While making such Consumables as PSD, bidders may take care of the period of coverage in the instrument as stated above.

2.14.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.15 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 Executive 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.

2.16 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.

2.17 POWER TO IGNORE MINOR DEVIATIONS:

AIIMS Bhubaneswar reserves right to ignore any trivial nature of deviation(s) in tender documents as decided by the competent authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

2.18 OTHERS:-

2.18.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of the Consumables.

2.18.2 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25-30 per cent for ordering if so warranted.

2.18.3 The Bidder 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 Bidder shall be forfeited by AIIMS Bhubaneswar.

2.18.4 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 during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Consumables/ Accessories/ Items at AIIMS Bhubaneswar.

2.18.5 If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

2.19 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.

2.20 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 other wise to 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.

2.21 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.

2.22 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS Bhubaneswar authorities.

2.23 The Executive Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning

any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Seal & Signature of Bidder

3. Technical Bid (Specification) :

Name of the e-Tender: Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

3.1 Schedule of Requirements:

The institute requires 50 nos. Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions. to be used by the Department of Pulmonary Medicine and Critical Care. The Consumables is/are to be delivered within 30 days from placing of Purchase Order at the Central Store of AIIMS Bhubaneswar at the quoted/ negotiated price without any additional cost to the institute as per specifications given below.

3.2 SPECIFICATIONS OF Consumables:

Technical Specification of EBUS-TBNA needle for Pentax Medical EBUS scope Model EB-1970UK:

- a) The needle size should be 22 gage.
- b) The needle should be compatible with the Pentax EBUS SCOPE EB-1970 UK
- c) The needle should be sterile and disposable.
- d) The needle should be sturdy and should not break easily.
- e) The needle sheath should be coloured and designed for easy visualization within the airway.
- f) The leur hub of the needle should snugly fit into the scope channel.
- g) The needle length should be at least 5 cm.
- h) If desired by the buyer, on-site demonstration of the needle compatibility with the scope to be performed without incurring any cost to the buyer.

3.3 Technical Bid (Submission Format):

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 of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company. 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 by its competent person(s)/ Board of members)		
C	Whether you have fully trained technical staff for installation /commissioning of the Instrument set and efficient after sales services? If yes, Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the self-attested copy of PAN Card) GST No. (enclose GST Registration Certificate of the firm)		
E	Bid Security- Rs. 25,000/- FDR/BG No.....Date.....		
F	Documents as per 1.6, if bidder is claiming for EMD exemption. (NSIC/MSE/Start-ups)		
G	Documents showing OEM & Bidder Turn Over Criteria as per Tender Clause 1.4.8 & 1.4.9		
H	Documents showing Experience for OEM/Bidder as per Tender Clause 1.4.10		
I	Documents as per Tender Clause 1.4.11 & 1.4.12, if Bidder is claiming relaxation for Turnover and Experience.(MSE/Start-ups)		
J	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
K	Notarised affidavit as per (Annexure -II) on Indian Non Judicial Stamp Paper of Rs.10/- (If you don't submit this, your tender will be out rightly rejected.)		
L	Manufacturers' Authorisation form as per (Annexure - III) (Undertaking by manufacturer of Instrument set for servicing the Consumables & supply of spare parts & labour whenever required for a period of 3 years)		
M	Have you previously supplied these items to any government/ reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per (Annexure-V) . (PO copies of similar item supplied must be enclosed.)		
N	All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self-declaration on Class of Supplier and Local contents. (Annexure-X)		
O	Financial Bid as per Annexure - VI (Note: to be submitted on line only)		----

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
P	Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM) N.B. The bidder who is not registered with GeM at the time of submitting the tender, needs to submit an undertaking on firm's letter head that GeM Seller Id will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt suitably.		
Q	Country of Origin: Copy of Certificate of Registration with Competent Authority in case of a OEM/bidder is from country sharing land border with India		
R	Literatures/ catalogue pertaining to technical details, makes/brands of the Instrument Set with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
S	Manual Submission of Documents as per Tender Clause 1.9.3		
T	<u>Bank Details:</u> 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address :		
U	Any other information, if necessary		----

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

e-Tender No: STORE-37/20/2024-STPUR SEC/43 Dated.....

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no. e-mail id. etc)

**To
The Executive Director,
AIIMS Bhubaneswar,**

Sir / Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid for the supply of *Consumables/ Services* in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We are submitting this bid as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-III (OEM's Authorization).

We hereby certify that We / our Principals/ OEM M/s..... are proven, established, and reputed manufacturers with factories at which are fitted with modern Consumables and where the production methods, quality control, and testing of all materials and parts manufactured or used.

We further declare that we have fully trained technical staff for installation commissioning of the Consumables and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, address: _____, Phone No. _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security Declaration (BSD, in lieu of Bid Security) in stipulated format and other documents as required under this bid.

Signature of the bidder with seal

Annexure-I

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

e-Tender No: STORE-37/20/2024-STPUR SEC/43

Dated.....

UNDERTAKING

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

To

**The Executive 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 Consumables in the approved prices to AIIMS Bhubaneswar.
3. The Consumables shall be brand new, 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 hereby undertake to supply the Consumables during the validity of tender as per directions given in supply order within stipulated period positively.
5. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
6. If I/We fail to supply the Consumables in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
7. 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.
8. Performance security of 5% of the estimated cost of the Contract shall be deposited by me/us in the form of FDR/ Irrevocable 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. valid for 14 months from date of installation).
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 do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Consumables at the prices and rates not exceeding those mentioned in the Financial Bid.
12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

13. ~~I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each Consumables by Principal Manufacturer in Original to AIIMS Bhubaneswar.~~
14. ~~I/we have necessary infrastructure for the maintenance of the Consumables and will provide all accessories/spares as and when required during warranty period as well as CMC period.~~
15. I/we undertake to get the Consumables replace within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs. 500/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 14 (Fourteen Month) months.
16. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).
- I/we undertake that **“the Consumables in tender will be boarded on GeM as and when the item or service gets listed on GeM”** as a registered supplier in GeM.
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.....

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

e-Tender No: STORE-37/20/2024-STPUR SEC /43

Dated.....

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 that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organisation within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
- 6 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.

Signature

(Name)

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Annexure-III

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

e-Tender No: STORE-37/20/2024-STPUR SEC/43 Dated.....

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.)

To
The Executive Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS

We (*Insert Complete name of Manufacturer*), who are official manufacturer in (*Insert type of goods manufactured*), having factories at (*insert full address of Manufacturer's Factories*), do hereby authorise (*Insert Complete Name of Bidder*) to submit a bid the purpose of which is to provide the following Consumables, manufactured by us (*insert name and or brief description of the Consumables*), and to subsequently negotiate and sign the contract.

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 spare parts & consumables for the period of 10 years for supplied Consumables 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 manufacturer**)

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

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

e-Tender No: STORE-37/20/2024-STPUR SEC/43

Dated.....

Deviation/suggestion Statement Form need to be submitted as representation on or before Last date of submitting representation to the designated e-mail addresses.

Deviation/Suggestion Statement Form

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

Specification/Tender Clause	Deviations/suggested change in Tender Clause	Remarks (including Justification)

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

Note:

Decision on such representation will be taken by AIIMS Bhubaneswar and final corrigendum/addendum if required will be issued prior to the Closing date of Tender. No deviation on the specification after the issue of final Corrigendum/Addendum will be accepted during Technical evaluation or will be considered during the course of Contract.

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Tender Ref.: STORE-37/20/2024-STPUR SEC/43

Dtd.....

Performance Statement Form

Name of the Firm

SI No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Consumables)	Have the items been installed & commissioned satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached in support of the above (i.e., recent PO copies for supply of similar Consumables to other AIIMS/ INI/ PSU).

Financial Bid (Part –I)

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Tender Ref.: STORE-37/20/2024-STPUR SEC/43 Dtd.....

Sl. No	Name of Consumables	Rate Per Unit	GST (%)	Total Amount (including GST)
1.	EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK)			
	Make :			
	Model :			
	Year of Manufacture:			
	Country of Origin:			
	Certification: (US-FDA/ CE/ ISO/BIS/ISI)			

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. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site. No other charges would be payable by the Institute.
3. That I/We shall supply the Consumables/ Consumables of requisite quality.
4. That the Consumables will be delivered within 30 days from date of Supply Order and as per conditions of GTC.
5. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Date:
Place:

Format for Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE TO BE GIVEN BY MANUFACTURER

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No.: P- 45021/2/2017-PP(BE-II) dt. 16.09.2020 as amended from time to time along with clarifications/amendments and other references as issued from time to time, we hereby certify that we M/s. (supplier name) are supplier meeting the requirement of Minimum Local content as per below declaration

As defined in above orders/circulars/clarifications/amendments for the material against GeM e-**Tender No: STORE-37/20/2024-STPUR SEC/43** Dated.....

Details of Location (Complete Address) at which local value addition will be made is as follows:

We also understand that the Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent and is not included services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC, etc.) and any other subsequent circular/amendment/order as issued by competent authority.

Accordingly, we declare to be (Tick One)

- (i) Class-I Supplier (Equal to 50% or more local content)
- (ii) Class-II Supplier (more than 25% and less than 50% local content)
- (iii) Non Local Supplier (less than or equal to 25% local content)

County of origin of offered Product(s): _____

The country of origin for the subject product(s) does not belong to the entities of countries (if any) which have been identified by the Ministry of Health and Family Welfare(MoHFW) as not allowing Indian companies to participate in their Govt. Procurement for any item related to the MoHFW.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form
(To be made on Rs 100.00 Non-Judicial Stamp/E Stamp Paper)
FORMAT of Contract Agreement for
(Consumables- MAKE: & MODEL:)

Name of the E-Tender : Tender for Supply of EBUS-TBNA Needle for Pentax Medical EBUS scope Model EB-1970UK to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Tender Ref.: STORE-37/20/2024-STPUR SEC /43

Dtd.....

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Twenty-One between **All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

BETWEEN

M/s. _____, having its registered office at _____ (hereinafter called the '**Vendor/Agency/OEM/ Authorized Dealers**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the '**Client**' is desirous to engage the '**Vendor**' for supplying of (**Consumables Name with Make & Model**) on e-Tender basis at AIIMS Bhubaneswar for which the '**Vendor**' has accepted the terms and conditions as per the Tender document for Supply of EBUS-TBNA Needle to AIIMS, Bhubaneswar on Rate Contract basis for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Terms & Conditions of the Contract Agreement:

Period of Contract Agreement: The contract shall be for a period of 01 (One) years from the date of satisfactory supply of the Consumables

The following documents shall be deemed to form and be read and construed as part of this agreement:

- (a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
- (b) General Conditions of Contract (GCC).
- (c) Special Condition of Contract.
- (d) Technical Specification
- (e) Technical and Financial Bid
- (f) Clarifications of Pre Bid queries and amendment/ corrigendum published before bid opening.
- (g) Amendment/corrigendum on technical specifications.
- (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
- (i) Supply/Purchase Order placed to the vendor
- (j) Payment Terms: as per Terms & Conditions of the Tender Document

Some of the important Terms and Conditions are detailed below:

1. **Period of Rate Contract:** The Rate contract shall be valid for one year from the date of execution of the contract by Supplier. The contract may be extendable, subject to maximum period of 01 (One) year, on the same terms and conditions or with some addition/deletion/modification as mutually agreed upon by the Second Party and All India Institute of Medical Sciences (AIIMS) Bhubaneswar.

2. The Manufacturer's services would be required to supply of the requisite Consumables at All India Institute of Medical Sciences (AIIMS) Bhubaneswar through its local authorized agency/stockiest/distributer as shown at ANNEXURE-A as and when required against a confirmed Purchase Order as per terms and conditions mentioned therein.
3. Order for items shall be placed on requirement basis and have to be delivered within the delivery period mentioned in the PO. Delivery of the ordered items shall be made on all working days between 09:30 A.M. to 05:30 P.M. (Monday to Friday). On Saturdays the delivery time shall be from 09:30 A.M. to 01:00 P.M. No separate charges for delivery of goods would be paid by the Purchaser. Part supply is prohibited. However, in exceptional circumstances part supply may be made with genuine reasons and prior intimation to Stores and Purchase Section. Part Billing is strictly prohibited. Bills in triplicate along with the bank details of the R/c holder/Agency/Authorized Dealer should be raised for payment. Payment shall be released after deducting statutory dues as per Government rules from time to time such as ITDS/TDS on GST etc. Payment shall be released only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of the purchaser and as per the requirement of AIIMS, Bhubaneswar. If any item(s) are found to be spurious, or not of the desired quality, the same shall be replaced by the R/c holder/Agency/Authorized Dealer immediately for which no extra payment shall be made by AIIMS, Bhubaneswar. Supply of ordered items should always be at Central Stores, AIIMS, Bhubaneswar.
4. The goods delivered at central store, AIIMS Bhubaneswar shall be open for inspection by the user department for quality assurance. On inspection by the officials of AIIMS Bhubaneswar if delivered item(s) is/are found to be not as per standard set/ demonstrated should be replaced by the supplier without any fail at no extra cost to the purchaser.

5. Franking Clause on Acceptance and Rejection

The issue of inspection/rejection report does not acquiesce or condone the late delivery and does not intend or amount to an extension of the delivery period or keeping the contract alive. The goods will be passed/rejected without prejudice to the rights of the Government of India under the terms and conditions of the contract.”

6. Subletting of Contract

The Manufacturer/Authorized Distributor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Manufacturer/Authorized Distributor without prior written consent of the AIIMS, Bhubaneswar. If it is found that the Manufacturer/Authorized Distributor (i.e., supplier) has given sub-contract for supply of Disposables and Consumables for AIIMS, Bhubaneswar on the basis of Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.

7. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.
8. The rate quoted by the selected Manufacturer (Supplier) which have been approved after due negotiation by the AIIMS, Bhubaneswar shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
9. Any complementary scheme offered by the Manufacturer (Supplier) shall be provided to the AIIMS Bhubaneswar with no additional cost.

10. Fall Clause

- (i) Prices charged for supplies under this Contract by the supplier should in no event exceed the lowest prices at which he quotes/bids to sell or sells the stores of identical description to any other Govt. hospitals/renowned private hospitals during the period of the contract.
- (ii) If at any time during the period of contract, the prices of rate contract items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform

Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This Client will not accept any higher rates after wards.

- (iii) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other Govt. hospitals/renowned private hospital at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under this contract for goods supplied from the such date shall stand correspondingly reduced as per above stipulation.

11. Penalty & Recovery of Sums Due

- (i) If the Manufacturer/Authorized Dealer fails to deliver the ordered goods or replace the defected/spurious/expired/ soon to expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% of total order value per week or part thereof, subject to maximum of 10% of total order value. Such penalty (L.D.) shall be deducted from the R/c holder/Agency/Authorized Dealer's pending bills or Performance Security.
- (ii) On failure by the Manufacturer/Authorized Dealer (Supplier) to supply the desired goods within the reasonable time and if the items are procured from other sources, any extra cost incurred/paid on account of such other sources procurement by AIIMS, Bhubaneswar will be recovered from any of subsequent/pending bills or Performance Security Deposit of the Supplier. In case of change in Local Authorized dealer by Manufacturer, any pending purchase order should be completed within stipulated delivery period. LD recoverable on such non-compliance shall be recovered from pending bills or Performance Security.
- (iii) In case the sum of the above is insufficient to cover the full amount recoverable, the Manufacturer shall pay to AIIMS, Bhubaneswar, on demand of the remaining balance due.
- (iv) Upon selection of the Manufacturer/Authorize Distributor, if at any stage, the documents furnished by him/her is found to be false or the quality of the items are found to be poor quality/different specifications, or rates are higher than the quoted rate it would be deemed to be a breach of terms of contract and the contract shall be cancelled and performance security shall be forfeited.
- (v) In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. Ground Rent at the rate of 1% of the cost of un-cleared/rejected material per week or part thereof, with maximum ceiling of 10% of value of the un-cleared/rejected material shall be applied from after 14 days of the issue of Rejection Notice. Ground rent shall be calculated from the day just next to the date of expiry of the period of removal of rejected items as mentioned on rejection intimation letter issued by the Store Section of AIIMS Bhubaneswar. If the rejected items are not lifted after lapse of 10 weeks and if it is found that the firm has not taken any action for lifting of rejected goods, then the goods may be confiscated and disposed off as per disposal procedure in vogue after sending a notice and giving 30 day's-time to the firm. When the firm fails to pay the applicable ground rent within the prescribed period, AIIMS Bhubaneswar is entitled to recover the ground rent due and all incidental expenses from EMD/PSD/Bill if any.

- 12.** The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Rate Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the purchaser feels that performance of this contract is not

beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

13. Force Majeure

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

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

14. Price List & Implementation of GST

- (i) The List of disposables and Consumables to be supplied by the Manufacturer/Authorized Distributor (Supplier) under Rate Contract basis is attached herewith as Annexure- A. Additional list if any will be notified on later stage.
- (ii) GST: If there is any reduction in the basic price structure due to policy changes by the GST Board, the same must be intimated to AIIMS, Bhubaneswar with details.

15. Arbitration

If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, Sole arbitrator will be appointed by the Director, AIIMS Bhubaneswar in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

16. Insolvency etc.

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

- 17.** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed and have hereunto set their respective hands and seals in accordance with their respective laws the day and year first above written.

<p>For and on behalf of the ‘Vendor /Agency /Authorized Dealer’</p> <p>Signature of the Authorized Official</p> <p>Name of the Official</p> <p>Seal of the ‘Vendor/ Agency/ Authorized Dealer’</p> <p>Signed, sealed and delivered by the said official of Vendor in presence of</p>	<p>For and on behalf of the ‘Executive Director, AIIMS, Bhubaneswar’</p> <p>Signature of the Authorized Officer</p> <p>Name of the Officer</p> <p>Seal of the Authorized Officer</p> <p>Signed, sealed and delivered by the said officer in presence of</p>
<p>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

E-Mail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cphp-doe(at)nic(dot)in**

*****End of Tender Document*****