



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.nic.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBBBSR>

E-TENDER DOCUMENT

Name of the E-Tender : Rate Contract for Cochlear Implant and Other Implant for ENT Dept at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No. 11032/017/AIIMSBBBSR/ENT/IMPLANT/2018-19/(V-II)/98 Dated:31-12-2018

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/AIIMSBBBSR>) on mutually agreed terms and conditions and satisfactory performance for **Rate Contract for Cochlear Implant and other Implant for ENT Dept at AIIMS Bhubaneswar** and supply of items as per the Specifications. **The supply shall be for 2 (Two) years on Rate Contract basis extendable for another one year on mutually agreeable conditions.**

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/AIIMSBBBSR>

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 : Rate Contract for Cochlear Implant and Other Implant for ENT Dept 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.nic.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. 1,00,000/- 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. 31-12-2018
Pre-Bid Conference	:	Dt. 14-01-2019, at 3.00 PM
Last date and time of submission of e-tender	:	Dt. 06-02-2019, at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 06-02-2019, at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs.1,00,000/- (Rupees One Lakh only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar - 751019

Earnest Money Deposit (Bid Security):

No	Description of Product/ Service	EMD
1	Rate Contract for Cochlear Implant and other Implant for ENT Dept at AIIMS Bhubaneswar	Rs.1,00,000/-

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 sales & Service of Similar Items) 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.

All the prospective bidder shall attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar **on 14-01-2019 at 3.00PM**. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as “Corrigendum”. Therefore bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.

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 (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 Rate Contract for Cochlear Implant and other Implant for ENT Dept at AIIMS Bhubaneswar. The sealed enveloped should reached on or before last date & time for submission of e-Tender. 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/- as per **Annexure- II**
- 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 (**Annexure- III**)
- g. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-IV**)
- h. The company/manufacturer must submit the most recent certificate in support of the product which is manufactured as per guidelines of a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority. Otherwise the bid will be rejected

(i) Technical Bid (Specification) :

Technical Specifications for Rate Contract for Cochlear Implant and Other Implant for ENT Dept at AIIMS Bhubaneswar.

I. SPECIFICATIONS FOR COCHLEAR IMPLANT BASIC MODEL :

S.No.	Features of implant	Remarks
1	Should be small compact implant with air-tight titanium casing with silicon cover	
2	Should have multi-channel multi-electrode implantable segment	
3	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
4	Should be MRI compatible at 1.5 Tesla and or above without removal of magnet	
5	Should have both per-operative and post-operative electrode integrity testing facility	
6	Should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the current speech processor it should be upgraded to higher model free of cost if within the warranty period.	
	Processor design	
7	External Speech Processor of the Cochlear Implant system Should have dual/single microphone facility	
8	Should be moisture resistant (to suit Indian conditions)	
9	Should have latest, international standards of sound coding strategies	
10	Should have adequate memory for storing multiple settings	
11	Should have wide input dynamic range with automatic controls for sudden variation in too noisy and too quiet situations	
12	Should be FM and other battery operated Assistive Listening Devices compatible	
13	Should have remote controlled processor for better manoeuvrability and durability for different listening situation and the remote control should be supplied with the system.	
14	Should be telephone compatible without any external device (wireless accessories)	
15	Should have option of rechargeable battery system with 12-15 hours back up and Zn air batteries with 40-50 hours back up.	
16	Single unit or off the ear processor is also preferable	
	Accessories and spares	
17	Should be quoted with the following minimum set of accessories with warranties:	
18	Rechargeable batteries – 03 sets of battery and charger	
19	Clips to hold the processor in place – 02 no.	
20	Provision to hinge the processor at different body levels	

21	Electronic de-humidifier	
22	Monitor ear phones	
23	Signal check	
24	2 sets of spare cables	
25	Interchangeable magnets of varying strengths	
	Miscellaneous	
26	Should provide per-operative and post-operative testing hardware and software compatible to upgraded versions	
27	Should provide surgical, audiological and rehabilitative training	
28	The whole system implant and processor with all accessories should have US-FDA or European CE approved	
	A stand by implant should be provided during the surgery	
	Warranty	
29	Should elaborate the inclusions and exclusions of warranty	
30	Should have 10 years warranty for Internal component for cochlear implant, 3 years warranty for speech processor, coils and rest of all other accessories have 1 year warranty.	
31	The company should provide one working equipment for automatic intra operative telemetry/compound action potential during entire time of the tender.	
32	Accessories, services and repairs should be available for at least 10 years	
33	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
34	A loner should be provided by the company in case of repairing	
35	The company should provide AVT training for staff members for post implant rehabilitation	
36	The company should help the institute in follow up of implantees regarding the adherence to post-operative rehabilitation, as the patients not adhering to the rehabilitation schedule shall be liable for action by the sponsoring authority.	

II. SPECIFICATIONS FOR COCHLEAR IMPLANT (ADVANCE MODEL):

S. No	Specifications	Remarks
1	The Implant & speech Processor quoted here should be different & advanced from the one quoted in the basic Model.	
	<u>Features of implant</u>	
2	Should be small compact implant with air-tight titanium casing with silicon cover	
3	Should have multi-channel multi-electrode implantable segment	
4	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
5	Should be MRI compatible at 3.0 Tesla with/without removal of magnet	
6	Should have both per-operative and post-operative electrode integrity testing facility	

7	Should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the current speech processor it should be upgraded to higher model free of cost if within the warranty period.	
	Processor design	
8	External Speech Processor of the Cochlear Implant system Should have dual/single microphone facility	
9	Should be water resistant with/without water cover	
10	Should have latest, international standards of sound coding strategies	
11	Should have adequate memory for storing multiple settings	
12	Should have wide input dynamic range with automatic controls for sudden variation in too noisy and too quiet situations	
13	Should be FM and other battery operated Assistive Listening Devices compatible	
14	Should have remote controlled processor for better manoeuvrability and durability along with better switching between different listening situations	
15	Should be telephone compatible	
16	Should have option of rechargeable battery system with 12-15 hours back up and Zn air batteries with 40-50 hours back up.	
17	Should have fully automated controlled speech and sound management system	
18	Should have option for adaptive sound directionality	
19	Wireless Connectivity for better manoeuvrability to external audio sources like TV, Radio, Mobile Phones, Telecoils etc.	
20	Single unit or off the ear processor is preferable	
	Accessories and spares	
21	Should be quoted with the following minimum set of accessories with warranties:	
22	Coils and cables	
23	Rechargeable batteries – 02 sets of battery and charger	
24	Clips to hold the processor in place – 02 no.	
25	Provision to hinge the processor at different body levels	
26	Electronic de-humidifier	
27	Monitor ear phones	
28	Signal check	
29	2 sets of spare cables	
30	Interchangeable magnets of varying strengths	
	Miscellaneous	
31	Should provide per-operative and post-operative testing hardware and software compatible to upgraded versions	
32	Should provide surgical, audiological and rehabilitative training for at least two faculties.	
33	The company should provide one working equipment for automatic intra operative telemetry/compound action potential during entire time of the tender.	
34	A stand by implant should be provided during the surgery	
	Warranty	
35	Should elaborate the inclusions and exclusions of warranty	

36	Should have 10 years warranty for Internal component for cochlear implant, 3 years warranty for speech processor, coils and rest of all other accessories have 1 year warranty.	
37	Accessories, services and repairs should be available for at least 10 years	
38	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
39	A loner should be provided by the company in case of repairing	
40	The company should provide AVT training for staff members for post implant rehabilitation	
41	The company should help the institute in follow up of implantees regarding the adherence to post-operative rehabilitation, as the patients not adhering to the rehabilitation schedule shall be liable for action by the sponsoring authority.	

III. SPECIFICATIONS FOR AUDITORY BRAINSTEM IMPLANT (ABI) :

S. No	Item description / Technical Specifications Required	Remarks
1	IMPLANT	
a	Small compact implant with hermetically sealed titanium casing	
b	Intra-Cochlear Electrode Array	
	(i) Multiple Channels and Electrodes	
	(ii) Auditory Brainstem Implant (ABI) Electrode	
c	Provision to test implant / electrode integrity both intra-operative and post-operative	
2	SPEECH PROCESSOR	
	(a) Behind the Ear (BTE) design	
	(b) Microphone to be inbuilt at head /ear level	
	(c) Ergonomic design, robust, lightweight and long lasting casing	
	(d) Should be resistant to non condensing moisture	
	(e) Should be having latest, internationally accepted speech coding strategies	
	(f) Should have memory to store multiple settings	
	(g) Should have Automatic Sound Management to adapt automatically to different challenging environments. No manual change of program required.	
	(h) Should have frequency range of up to 8000 Hz	
	(i) The Speech Processor should be robust, with minimal switches and with Remote Control	
	(j) Should be compatible with FM and other such Assistive Listening Devices (ALDs)	
	(k) Should be compatible for telephone use	
	(k) Should be compatible for telephone use	
	(l) Power Source	
	Option of rechargeable battery system and zinc Air batteries	

3	Accessories	
	Standard set of accessories to be provided. It should include user remote control and electronic dehumidifier. List to be provided.	
4	Spares	
	Provision of loaners to the clinic for immediate replacement to the user	
5	Product support	
	(a) One set of necessary complete surgical kit for cochlear implantation.	
	(b) Necessary clinical hardware and software for intra-operative testing should be provided which should be upgradeable to future improvements with no extra cost.	
	(c) Necessary clinical hardware and software for postoperative device programming should be provided which should be upgradeable to future improvements with no extra cost.	
	(d) Training support on surgery, audiological and Rehabilitation should be provided.	
6	Both the implant and the speech processor should be CE or USFDA/BIS approved.	
7	Warranty	
	(a) 10 Years from the date of surgery on internal implant	
	(b) 3 Years from the date of switch –on on external components excluding consumables	
	(c) 3 Years from the date of switch-on on Coils	
	(d) 1 Year from the date of switch-on on rechargeable battery and charger	
	(e) Warranty list to be provided.	

IV. SPECIFICATIONS FOR MIDDLE EAR IMPLANT SYSTEM:

SI No.	Item description / Technical Specifications Required		Remarks
1	Implant Casing	Titanium	
2	Placement device in middle ear	Single point attachment	
3	Indications	For conductive hearing loss, mixed hearing loss, SNHL	
4	Audio Processor	Single unit processor can be worn discreetly	
5	Microphone	Directional and Omni directional microphone	
6	Signal Processing	8 AGC channels, 16 frequency bands	
7	Frequency range	250-8000 Hz	
8	Gain	36-54dB	
9	Power source	Powered by 675 zinc air cells	
10	External components	Robust and long lasting. Should be sweat/spl resistant	
11	Speech Coding Strategy	Proven and internationally accepted speech coding strategy	
12	Enhanced features	Three different programs, Directional microphone, Wind noise reduction, Sound Smoothing, Speech	

		and Noise management	
13	CE & FDA/BIS approval	Must have CE & US FDA/ BIS approval for implantation in both adults and children	
14	Warranty	Implant : 5 Years from the date of surgery	
		External components : 2 years from the date of switch-on excluding consumables	

V. SPECIFICATIONS FOR BONE CONDUCTION IMPLANT SYSTEM :

S. No	Specifications	Remarks
1	Implant indicated for conductive or mixed hearing loss and single sided sensorineural deafness - Direct-drive implantable medical device, sound input directly to the mastoid bone which is directly vibrated to achieve good sound quality	
2	Minimally invasive implant - High-tech demodulator and small bone conduction transducer to be fixed to the mastoid bone.	
3	Intact skin medical device - All parts of the implant are placed and work underneath the skin. The sound signal is transferred through the intact skin of the patient.	
4	Audio Processor - One piece audio processor with no cables and a small magnet inside to be fixed on the head.	
5	Features of audio processor - to store multiple programs for different hearing situations efficient speech and noise management	
6	Acoustic features of processor - Directional microphone, wind noise reduction and sound smoothing	
7	Safety MRI compatibility - MRI Compatibility without removal of the magnet up to 1.5 Tesla.	
8	Frequency Range - 250 – 8000 Hz	
9	Number of AGC Channels and frequency bands - Multiple AGC Channels and multiple frequency bands	
10	Battery Type - Zinc Air Battery.	
11	Regular approval - CE marked or US FDA / BIS approved	
12	Infrastructure support - All necessary hardware and software required for pre-operative, intra-operative and post-operative testing and programming for the implant should be provided.	
13	Technical Support - Onsite technical support for hardware/software programming related problem should be provided as and when required within three working days.	
14	Service Support - Provision of spares / loaners for equipment defects/ malfunctions within five working days.	
15	Warranty - Replacement / repair warranty is to be provided as follows- Implant: 5 Years from the date of surgery including surgery. External components: 2 Years from the date of switch-on (Excluding consumables.)	

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 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)		
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	GST Registration Certificate showing clearly GST no. of the firm		
F	Income Tax Return for the last Three years.		
G	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant)		
H	Details of the Earnest Money Deposit (EMD) Rs.1,00,000/- (Rupees One Lakh only)		
I	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).		
J	Whether the firm is a Registered firm under MSEs, SSI or NSIC (attach copy of certificate). MSME registered 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.		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
L	Notarised affidavit as per Annexure –II 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. (ii) 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	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required within for a period of 10 (Ten) years i.e., 5 year warranty & 5 year CMC period.		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
N	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)		
O	Have you previously supplied these items to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure - V)		
P	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.		
Q	The makes/brands of the equipment with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
R	Manual Submission of Documents		
S	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
T	Any other information, if necessary		

(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format “**Annexure- VI** ”.
2. All quoted rates should be inclusive of freight charges, packing charges, forwarding & insurance Charges, Transportation, & 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. L-1 will be decided on the lowest price including of GST of each product for which the bidder is quoting. Taxes has to be mentioned clearly in percentage of GST for each product. **Item wise evaluation will be done for determining lowest quoted price for each of the Items.**

**Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar**

GENERAL TERMS AND CONDITIONS :

- A. The validity of the Bid Tender Document shall be for 180 days from the date of opening of the bid.
- B. Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent of a particular firm, who shall submit a current authority letter in support of the same from the original manufacturer concerned in the format given at “**Annexure-III**”.
Bidders are required to quote strictly as per specification of the implant/Apparatus. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.
Additional features if any, should be listed separately in the offer.
- C. The model of the item offered should be brand new and should not be obsolete, out of production for at least 2 years from the date of supply of the Implant.
- D. Qualified Bidders are required to arrange a demonstration of the articles, 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.
- E. The Bidder will submit written Warranty /Guarantee from the manufacturer for all implants and accessories as provided in technical specifications for required implants. Conditional warranty like mishandling, manufacturing defects etc. is not acceptable. It should elaborate inclusions and exclusions of warranty.
- F. The Delivery of Implants/Accessories should be made in good condition to the Patient at AIIMS, Bhubaneswar campus by the bidder at their own cost.
- G. If the Implant/ accessories are found out of order or not as per specification on opening, it shall be replaced by the vendor free of cost immediately to the patient/ at the ultimate destination. The penalty clause for non-replacement will be applicable as per tender conditions.
- H. **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 Implant, 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. Upward price revision due to market fluctuations will not be considered during Rate Contract period.
- 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 supply of implants.

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

K. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to furnish a security deposit of Rs.2,00,000/- as Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Performance Bank Guarantee” or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank. The Performance Security should be valid for 26 months, which is refundable after 2 months of expiry of the contract period of 2 (Two) years subject to successful fulfilment of terms and conditions and on receipt of requisite No Dues Certificate from the concerned Departments /authorities.

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

L. PAYMENTS :

The payment of the total order value shall be released after successful implantation of the ordered implant on the patient duly certified by the treating physician. In some cases the cost of implant may also be paid by the beneficiary directly after successful implantation of the ordered implant in consultation with the treating physician.

M. 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.

N. 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.

O. OTHERS:-

After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price for each of the items; i.e., L-1 bidder will be selected for each of the items.

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.

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 of ordered Implant/ Accessories/ Items at AIIMS Bhubaneswar.

AIIMS BBSR reserves the right to ignore any trivial nature of deviation 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 a later stage as 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.

P. 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.

Q. 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 otherwise 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 VI

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	
2	Criminal Liability Undertaking	Annexure- II	
3	Manufacturers Authorisation Form	Annexure- III	
4	Deviation Statement Form	Annexure- IV	
5	Performance Statement Form	Annexure- V	
6	Financial Bid	Annexure- VI	

**Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar**

SPECIAL TERMS & CONDITIONS

1. The AIIMS, Bhubaneswar intends to enter into an Annual Rate Contract for procurement of **Cochlear Implant** for patients and its staffs for Two years extendable upto 1 year on satisfactory performance. **These items will be purchased by the patients as per requirement from time to time.**
2. The Vendor will sell these **Cochlear Implant** etc. as the case may be, directly to the patients against valid prescription by the Doctors of the AIIMS at a Lowest price offered by it on MRP in tender.
3. In case of prescription for specific brand of **Cochlear Implant**, the same shall not be substituted in any situation, except with the prior written permission of the concerned doctor in case of exigencies on case to case basis. If any such case of unauthorised substitution is noticed during random check by the AIIMS competent staff/complaint by the purchaser etc., vendor will be penalized for Rs. 5,000/- plus price of the specific brand for each such default. Three such defaults will invoke disqualification of such vender including forfeiture of security & blacklisting upto 3 years.
4. The Vendor shall provide only approved brands of **Cochlear Implant** as listed.
5. The Vendor shall ensure that all the common **Cochlear Implant** surgical items which are prescribed by the AIIMS doctors to the patients are available at their specified local outlets [within the radius of 20 Kms from AIIMS or at AIIMS pharmacy shop or made available to the designated staff of AIIMS, at least 2 days before surgery] on demand with payment of approved price by the beneficiaries.
6. The Vendor will ensure use of bar-coding on each item and optical scanner at point of sales.
7. In case Hearing Aids and surgical items are not used, the un-used items will be taken back within three days of the discharge / final treatment of the patient with full refund of cost to the patient. On opening the sterile packing, the refund amount should be specified for each item in this tender.
8. In case any firm is already providing the Cochlear Implant to any other Government Hospital and reputed private Hospitals details thereof must also be furnished along with the Tender with an undertaking as to their pricing. The Rate would be valid for a period of Two year from the date of constituting the contract.
9. Rates should be quoted against each column of the “**Financial Bid**” attached with tender document. No cutting or overwriting is allowed.
10. The following terms and conditions may be kept in view while submitting the tender:-
 - 10.1 In case the firm fails to supply the Cochlear Implant as per requisition, the firm will give “Not Available Certificate” within 24 Hrs and the patient will be at liberty to make spot purchases from any alternative source for and on behalf of the patient and the difference in cost will be recoverable from the firm if the price is higher.
 - 10.2 The rates quoted/offered shall remain fixed during rate contract period and no request for any increase in the rates shall be entertained. The benefit of decrease in price due to change in government policy etc should be passed to the patients.

- 10.3** The owner of firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so they may be contacted immediately in emergent cases. At least two mobile numbers have to be provided which always must be accessible to address any emergency demand for items.
- 10.4** A copy of valid license as issued by concerned State Drug Authority and authorisation letter in original letter head from the manufacturer/Company should be attached.
- 10.5** **Cochlear Implant** shall be supplied from manufactures holding up to date Good manufacturing Practices (GMP) certificate issued by the appropriate Licensing Authority. A copy of the certificate shall be produced by Vendor within 2(Two) weeks whenever demanded by AIIMS, Bhubaneswar.
- 10.6** Bidder will supply the Hearing AID (with/without instrumentation as the case may be) with in 48 hrs and should give a bill/challan to patient of the amount paid through the PRO AIIMS Bhubaneswar. After the surgery the quoted cost of used Hearing AID only should be deducted from the patient deposit and final receipt &/ or refund wherever applicable should be given through PRO/suitable officer designated by Director AIIMS Bhubaneswar.
- 10.7** The payment will be made by the patient on the spot through the PRO/suitable officer, AIIMS Bhubaneswar against due receipts from the Vendor.
- 10.8** Warranty: The Cochlear Implant supplied shall carry a warranty of 3 years against defect arising out of materials, workmanship etc or for a higher term as may be provided by the Manufacturer.
- 10.9** In case a specific set of Instrumentation is required to be supplied for the implant, the tenderer will not charge any rent from the patient or the Institute. The amount paid by the patient will be for the implant only.
- 11.** This AIIMS, Bhubaneswar would not consider, if supplied to the patient any the duplicate / substandard / recycled Implants and appropriate action such as imposition of penalty and cancellation of agreement in addition to blacklisting as the competent authority deems fit will be taken against defaulting Vendors. Therefore, the items supplied should be new with prescribed quality/branded items, from the original manufacturers. The Vendors will ensure replacement of the defective items etc, as & when found, within 24 hrs at his own cost and risk.
- 12.** The tenderer shall furnish the source of procurement of new materials utilised for Implants, if required by the patient. The patient reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- 13.** The final choice of Hearing AID Items and the cost will rest with the patient.
- 14.** The tenderer who is awarded the contract shall have to supply all the Implant/Consumables/Surgical Items as requisitioned in, except where at the time of tender, the tenderer has given list of such Hearing Aids which could not be supplied by the tenderer because of any law or marketing strategy of any company (duly supported by documents) and duly accepted by the Institute at the time of award of the contract.

15. The Vendor shall directly sell **Cochlear Implant** etc to the patients on demand for the same by the patients/customer at a stipulated rate agreed between the Vendor & AIIMS Bhubaneswar in the agreement. Any failure or omission on the part of Vendor to supply the Instruments at an agreed specified rate shall attract a penalty/cancellation of tender in addition to any compensation that the patient may claim from AIIMS due to poor workmanship of the implant/consumable/surgical item and any legal action that the institute and/or patient may take. In addition to blacklisting of the firm upto 3 years.
16. The AIIMS, Bhubaneswar reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the AIIMS, Bhubaneswar in this regard shall be final and binding on the firm.
17. If it comes to the notice of the Institute that the information/ documents furnished by the tenderer in its tender is incorrect or false or if the Vendor fails to fulfil its obligations under this Tender Document i.e., Non-adherence to terms and conditions contained in this Tender or failure to supply the items 3 times during the validity of the contract, it may result in blacklisting of firm for a period of not less than 3 years by the Institute after due notice to the Vendor. In such events, the Contract will stand terminated automatically and the performance security of the Vendor shall be forfeited, in addition to resorting to all other legal remedies as per the discretion of the Institute/patient.
18. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Bhubaneswar will discontinue the contract immediately, by forfeiting the Security Deposit.
19. Rates should be mentioned both in figures as well as in words in **Annexure-VI**.
20. In case of identical items of different manufacturer, there will be no L-1 and choice of implants will rest on with the patient, however, in case identical implant (size, material & manufacture remaining same) being quoted by different bidders, L1 will be given to the bidder with lower quoted on MRP.
21. If a manufacturer stops manufacturing or supplying a particular implant the Vendor shall inform the Institute at least 1(one) month ahead. The Vendor will have to make arrangement to supply the same for 1(one) month notice period.
22. The Institute shall be at liberty to terminate this contract by giving 30 days clear notice without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit. Moreover, the tenderer will not be entitled for any compensation what so ever in respect of such termination.
23. In case of failure of the vendor to supply the item within stipulated time to the patient, AIIMS for & on behalf of patient may procure such items from any other source & the Vendor shall be liable to the patient for any excess costs for such similar items. However the Vendor shall continue the performance of the contract to the evident not terminated.
24. The Vendor shall at all times agree to defend and indemnify and keep the institute indemnified against all types of direct/indirect losses, damages and claims of the patients/attendants/third parties including cost of defences which may arise due to the

actions/inactions/negligence, misconduct or breach of any term of this tender by the vendor. All claims regarding indemnity shall survive the termination of the contract.

25. All the complaints related to implants purchased by the patients/attendants shall be examined by an "Institutional Implant Committee" and if it is found by such committee that the complain is caused by the defect/malfunctioning of the particular implant or any financial dispute arising between the patient & the vendor, the vendor shall be liable for all legal/financial consequences of all direct/indirect nature.
26. If the execution of the contract/supply order is delayed beyond the period stipulated in the Contract as a result of some natural calamities, then AIIMS, Bhubaneswar may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and the decision of the Institute in this regard shall be final.
27. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Director. Appeal against the decision of the Director, AIIMS Bhubaneswar and decision shall be binding upon both the parties.
28. In case of insolvency/non compliance/breach of any terms and conditions of this tender by the Vendor, AIIMS, Bhubaneswar may discontinue the rate contract with immediate effect. This may invoke forfeiture of security deposit in addition blacklisting, recovery of costs for retendering and to taking all legal actions including, but not limited to the claim for costs/damages/losses etc, that AIIMS, Bhubaneswar may incur due to actions/inactions of the Vendor, causing premature termination.
29. In case the Vendor fails to make supplies as per the requirement/s and/or supplies sub-standard products rather than what agreed, in consequence of which the patients have to resort risk purchase, the AIIMS, Bhubaneswar may recover from the Vendor for and on behalf of the patient the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by Vendor into his bid as attached to this Contract. In case of repeated failure in supplying the ordered goods, the contract may be cancelled and bid security deposit will be forfeited in addition to claim for all direct/indirect damages, costs and losses etc.

Annexure-I

**Name of the E-Tender : Rate Contract for Cochlear Implant and Other Implant
for ENT Dept 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 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 Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Rs.2,00,000/- 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 Contract period plus two month (i.e. for 26 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 items 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 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 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 items at the prices and rates not exceeding those mentioned in the Financial Bid.
14. 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 : Rate Contract for Cochlear Implant and Other Implant
for ENT Dept 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. 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 by any Government authority/ organisation.
4. 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.

Name & Signature
Seal of the participating Bidder Company
Affirmation/Verification

Affirmation/Verification
By Notary Public

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 contract.

We accept the warranty / Guarantee condition mentioned in the tender documents of 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 on behalf of: (**insert complete name of Bidder**)

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

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Technical Bid Specifications (parameter wise).

Specification	Deviations	Remarks (including Justification)

Note :

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating (parameter wise) “*No Deviations*”

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Performance Statement Form

Name of the Firm

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

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached in support of the above.

Financial Bid

SL No.	Name of the item	Brand Name	MRP (Inclusive of all taxes) (in Rs)	Quoted Price per Pieces/nos	GST %	GST Amount	Total Amount (Inc. GST)
1	Cochlear Implant – Basic Model						
2	Cochlear Implant – Advance Model						
3	Auditory Brainstem Implant (ABI)						
4	Middle Ear Implant System						
5	Bone Conduction Implant System						
6	Make :						
7	Model :						
8	Manufacturer Name :						
9	Certification of Implants : (i.e. USFDA/CE/BIS/ISO/ISI etc)						

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 and cost involved for maintenance of the equipment including spares & labour charges for warranty period. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. **Delivery of Implants :** as per requirement at AIIMS, Bhubaneswar.
5. **Warranty: 03 (Three) years** from the date of successful Implantation of Implant.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Place:

Date:

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.nic.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 (i.e. Rs.2000 +GST 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/AIIMSBBBSR>

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.

Processing Fee : Firm have to pay processing fee (i.e. 0.1% of ECV+ GST as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

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 work), 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 AIIMSBBBSR by the bidders in time, then AIIMSBBBSR 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 Swadesh Kumar Bal (07377708585/ 09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:- twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ twhelpdesk614 @ gmail.com