



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: **Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.**

Notice Inviting E-Tender

E -Tender No. 11048/094/AIIMSBBBSR/MOT/2018-19/117

Dated.23-08-2019

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 the **Supply, Installation & Commissioning of Patient Body Warming System** 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 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 provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and The condition of prior turnover and prior experience may be relaxed for startups (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://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: **Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.**

- Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal : As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR, www.aiimsbhubanewar.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 be opened online as per the schedule given in the <https://www.tenderwizard.com/AIIMSBBSR> In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
- Tender Document Cost payable to AIIMS Bhubaneswar : To be downloaded from website, hence no cost is 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 Bidder.**
- EMD : **EMD ₹ 1,20,000/- in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months endorsed in favour of AIIMS Bhubaneswar.**

Schedule of Tender

Issue / Publishing Date	:	Dt.23-08-2019
Pre-Bid Conference	:	Dt.03-09-2019 , at 4.00 PM
Last date and time of submission of e-tender	:	Dt.24-09-2019 , at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 24-09-2019 , at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	₹ 1,20,000 /- (Rupees One Lakh Twenty Thousand only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar – 751019

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Patient Body Warming System	30 Nos	₹ 1,20,000.00

The bidder needs to deposit the EMD amount as mentioned above in the form of FDR (duly endorsed by the issuing bank in favour of AIIMS Bhubaneswar) or Bank Guarantee in favour of “**AIIMS Bhubaneswar**” and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the EMD should be submitted in sealed envelope in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block, AIIMS Bhubaneswar -751 019 on or before the Date and Time of Submission of e-Bid.

The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

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

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

Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory. The documentary evidence in support of UAM number must be attached with the bid document.

The condition of prior turnover and prior experience may be relaxed for startups (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.**

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 (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) 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 03-09-2019 at 4.00PM**. 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**

Terms of Two Bid System:

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 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, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

The bidder(s) or their authorized 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.

- a. EMD
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of ₹ 10/- as per **Annexure-II**
- d. Details of Make & Model of Equipment & Country of Origin without mentioning price.
- e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- f. Manufacturers Authorisation certificate in case of authorised distributor of OEM as per **Annexure- III**.
- g. The statement of deviation (Parameter wise) from the tender Technical Bid Specification - (**Annexure-IV**)

(i) Technical Bid (Specification):

Name of the e - Tender: **Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.**

Specification of Patient Body Warming System :

SL NO	Specification of Patient Body Warming System	Complied/Non-Complied	Remarks
1	Different Set of temperature setting to warm patients without harming		
2	Should have an acceptable accuracy of +/- 1°C (supported by papers)		
3	Facility for mounting to the infusion pole or bed rails or may be placed on the floor.		
4	Should display temperature in LCD display		
5	Should have automatic step-down facility from high setting to low setting		
6	Should have a corrugated hose pipe with hose end nozzle clip & Sheet Clip to reduce drag		
7	Must Meet all convective warming standards		
8	Should be easy to operate		
9	Should have safety alarms like over temperature, power disconnection etc.		
10	Should have low energy consumption and noiseless operation		
11	Should be light weight		
12	Should deliver warm air uniformly to the patient through disposable blankets		
13	Should supply disposable full body blankets 10 pcs. With each warmer.		
14	Should confirm to international standards for quality and safety.		
15	USFDA or CE or BIS certified.		

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. (Note : The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.)		
G	Annual Turn Over for last Three Financial Years (Duly signed by Chartered Accountant) (Note : The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.)		
H	Details of the Earnest Money Deposit (EMD) ₹ 1,20,000/- (Rupees One Lakh Twenty thousand 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.)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
M	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 10 (Ten) years i.e., 5-year warranty & 5 year CMC period.		
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 and The condition of prior turnover and prior experience may be relaxed for startups (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.		
Q	Providing CMC for 5 years after 5 years Warranty must be enclosed. - (Annexure-VII)		
R	The makes/brands of the equipment with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
S	Details of Consumables / Accessories/Spare Parts must be enclosed - (Annexure-VIII)		
T	Manual Submission of Documents		
U	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address:		
V	Any other information, if necessary		

(ii) FINANCIAL BID:

1. The Rates are to be quoted in the given format as per “**Annexure- VI, Annexure-VII & Annexure- VIII**”.
2. All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, 05 (Five) Years Onsite Warranty inclusive of all spares & labour charges and percentage of GST.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. The firm shall quote for CMC (Comprehensive Maintenance Contract) charges for the next 5 years after expiry of the Onsite Warranty period of 5 years in the “Annexure-VII” for each Equipment (on which the Warranty/ Guarantee is applicable).
6. After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for the equipments including CMC charges for 5 years after expiry of 5 years Onsite Warranty/Guarantee period.

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 equipment/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 10 years from the date of installation and commissioning of the Equipment.

D. The Equipment/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 Equipment/ Accessories/ Apparatus/ articles or such portion thereof as may be discovered not to conform to the said description and quality.

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

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

G. 60 Months Onsite Warranty including Spare Parts & Labour etc. and CMC for 5 Years:

I. The Bidder will submit a written Warranty /Guarantee from the manufacturer for 60 (Sixty) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of installation & commissioning absolutely at no extra cost to the institute. It should ensure that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the warranty / guarantee period of Five Years.

The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “**Annexure-VII**” for each Equipment.

The supplier will guarantee One visit of technical support staff every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.

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

- III The supplier further warrants that the items/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/ or the material used are as per the AIIMS, Bhubaneswar specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
- IV Replacement and repair will be undertaken for the defective Equipment at no extra cost. Proper marking has to be made for all spares for identification.
- V Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.
- H. The firm will be required to guarantee that the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime on yearly basis throughout the warranty period as well as during the service contract period).

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

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

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

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

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

The vendor should move the CMC proposal before expiry of the Warranty period. If the vendor fails to execute the CMC agreement will have to face penal action/penalty as may be decided by the Competent Authority.

- K. 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 equipment, 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.

L. DELIVERY OF THE EQUIPMENT/ ACCESSORIES/APPARATUS:

- I. The Delivery of Equipment/Accessories/Apparatus 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.
- II. The firm will be bound to Supply, Install & Commission the Equipment within 90 days from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
- III. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part thereof shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.
- IV. Part/Partial supply will not be accepted. For any part/partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.
- V. 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.
- M. The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

N. 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.

O. PAYMENTS:

- 70% payment of the total order value shall be released after the successful Installation & Commissioning of the ordered equipment against submission of the Installation & Commissioning Report & on furnishing of Performance Security & execution of Contract Agreement.

- Balance 30% of the order value shall be released after one month of successful installation & Commissioning of the equipment and basing upon the Report of Satisfactory Functioning to be furnished by the user department of AIIMS, Bhubaneswar.
- For processing the payment, the supplier has to submit three copies of Invoice along with receipted challan copy, Installation Report duly counter signed by the user department and other relevant papers like Lorry Receipts etc.

P. PERFORMANCE SECURITY DEPOSIT: -

The successful Bidder will be liable to deposit 10% of value of the Contract / Purchase Order as Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Performance Bank Guarantee” or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank.

The Performance Security should be valid for 62 months, which is refundable after 2 months of expiry of the contract/warranty period of 5 (Five) 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.

For 5 years CMC, after expiry of warranty period, 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposited by the Bidder to AIIMS Bhubaneswar.

Q. 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.

R. POWER TO IGNORE MINOR DEVIATION: -

AIIMS, BBSR reserve 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 the later stage if felt necessary. However, the bidder cannot 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.

S. 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.

T. OTHERS: -

After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of the Equipment including CMC charges for 5 years.

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/installation/ commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.

U. 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.

V. 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.

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 (Odisha, India) has the full and exclusive right to accept or reject, increase or decrease the order quantity, any or all the terms of the tender 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 VIII

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	17-18
2	Criminal Liability Undertaking	Annexure- II	19
3	Manufacturers Authorisation Form	Annexure- III	20
4	Deviation Statement Form	Annexure- IV	21
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**Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar**

Name of the E-Tender: Supply, Installation & Commissioning Patient Body Warming System at AIIMS, Bhubaneswar.

UNDERTAKING

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

To

**The Director,
AIIMS Bhubaneswar,**

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhubaneswar.
3. The Equipment/Instruments/Apparatus 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 undertake to arrange for a demonstration of the Equipment /Instruments / Apparatus, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to supply the Equipment during the validity of tender as per directions given in supply order within stipulated period positively.
6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
7. If I/We fail to supply the Equipment 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.
8. 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.
9. Performance security of 10% of the cost of the supply value shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two months (i.e. valid for 62 months).

10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
11. 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 Equipment 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 Equipment by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I/we have necessary infrastructure for the maintenance of the equipment 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 Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs.300/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 62 (Sixty-Two) months.
16. 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: Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on ₹ 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 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.

Signature

(Name)

Seal of the participating Bidder Company

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

The 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 equipment, manufactured by us (***insert name and or brief description of the equipments***), 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 equipment to AIIMS Bhubaneswar.

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

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

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

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

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)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

Note:

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

Performance Statement Form

Name of the Firm

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

Signature and seal of the manufacturer / Bidder

Place:

Date:

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

Annexure- VI

Financial Bid (Part –I)

Sl. No	Name of Equipment	Quantity	Rate Per Unit	GST (%)	Amount (including GST)
1.	Patient Body Warming System	30 (Thirty) No.			
(Rupees)					
2	Make:				
3	Model:				
4	Manufacturer Name:				
5	Certification of Equipment: (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 5-year 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 Equipment:** within 90 days at AIIMS, Bhubaneswar.
5. **Warranty:** 05 (Five) years from the date of successful installation & Commissioning of the equipment.
6. **CMC:** 05 (Five) years after expiry of warranty. The proposal for entering in to CMC should come from the bidder before completion of warranty period.
7. 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:

CMC CHARGES
Financial Bid (Part-II)

(Applicable only if participating for Equipment)

Name of the E-Tender: **Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.**

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

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

Name of the Firm

Date.....Place.....

...

Financial Bid (Part –III)

Name of the E-Tender: **Supply, Installation & Commissioning of Patient Body Warming System at AIIMS, Bhubaneswar.**

Details Consumables/Accessories for Patient Body Warming System :

No of Items	Name of Consumables/ Accessories / Spare Parts	Pack Size	Quoted Rate Per Unit/nos.	GST (%)	Amount (including GST)
Total Amount (Including Tax) =					
Average Price (Total Amount / nos. of Items/Consumables) =					

- I. The above quote should include all applicable taxes.

Signature of the bidder with seal.

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/AIIMSBBSR>

Broad outline of submissions are as follows:

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

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

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

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 tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

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

Public Online Tender Opening Event (TOE)

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

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provides 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