

Notice Inviting Tender For Hearing Aids on Rate Contract Basis for AIIMS,Bhubaneswar



No	DME Stage	Start Date & Time
1.	NIT No.	J-11032(027)/2016-17/S&P
2.	NIT Issue Date	27-09-2016
3.	Last Date of Submission	21-10-2016, 12.00 P.M
4.	Tender opening date (Technical bid)	21-10-2016, 15.00 P.M

All India Institute of Medical Sciences, Bhubaneswar

Email: info@aiimsbhubaneswar.edu.in

www.aiimsbhubaneswar.edu.in

All India Institute of Medical Sciences, Bhubaneswar
“Hearing Aids on Rate Contract Basis for AIIMS, Bhubaneswar”

All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, an apex healthcare institute, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders in two-bid system for **Hearing Aids on Rate Contract Basis** for the AIIMS Hospital.

The interested Companies/Firms/Agencies are required to submit the technical and financial bid separately. The bids in Sealed **Cover-I** containing “**Technical Bid**” and Sealed **Cover-II** containing “**Financial Bid**” should be placed in a third sealed cover super scribed “**Tender for Hearing Aids on Rate Contract Basis**” and should reach office of the “**The Administrative Officer, AIIMS, Sijua, Bhubaneswar (Odisha) - 751019**”, on or before 12.00hr on **21/10/2016**. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at AIIMS, Bhubaneswar. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of opening of financial bid of technically qualified agencies will be uploaded in the official website of AIIMS Bhubaneswar and no Paper Publication shall be made for this.

The tender document containing technical bid form, financial bid form, technical description/specification of item along with terms & conditions can be downloaded from website www.aiimsbhubaneswar.edu.in. The bidders should enclose a Demand Draft for **Rs.2000.00** (Rupees Two Thousand only) (non-refundable) in favour of “**AIIMS, Bhubaneswar**”, payable at Bhubaneswar along with their technical bid in the **Cover-I** “**Technical Bid**” towards Tender Fee. The bid security (EMD) of **Rs. 50,000/-** (Rupees Fifty Thousand only) should be paid in the form of DD/BG in favour of “**AIIMS, Bhubaneswar**” payable at Bhubaneswar and will be placed in **Cover-I** with technical bid. The Tender Documents are not transferable. No interest /erosion in the value of EMD if any shall be payable by AIIMS, Bhubaneswar.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Bhubaneswar website: www.aiimsbhubaneswar.edu.in.

Administrative Officer

AIIMS, Bhubaneswar

GENERAL INSTRUCTIONS FOR BIDDERS

1. The tender is of “Two Bid” document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. **The name and signature of bidder’s authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter in letter head of the Tenderer.**
3. The Contracts to be concluded as a result of this Tender Inquiry shall be governed by the ‘Terms & Conditions’ and other relevant instructions as contained in this Tender Document.
4. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount/rates shall be considered as valid.
5. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reason and no communication in this regard shall be made entertained.
6. Tenderers containing indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as unresponsive and rejected accordingly. Any conditional tender shall be rejected summarily.
7. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, Sale Tax/VAT No. /Service Tax No. or any other document as requested by the Institute with their tender.
8. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in AIIMS will stand automatically extended up to 12.00 hours of the next working day.
9. Late/delayed tenders received in AIIMS, Bhubaneswar due to any reason whatsoever will not be accepted under any circumstances.
10. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Bhubaneswar (www.aiimsbhubaneswar.edu.in). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

11. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

12. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria –

- (a) Duly filled format of Technical Bid as per **Annexure “1”**.
- (b) Copy of constitution or legal status of the bidder manufacturer/sole proprietorship/firm/agency etc.
- (c) The bidder shall be a manufacturer/ Distributors/Suppliers/Agents having valid license or direct importer holding valid import license.
- (d) Financial status: - The average annual turnover from similar jobs, of the firm should not be less than 1 crore in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.
- (e) Experience of 03 years or more.
- (f) The technical bid should be accompanied by Demand draft of Rs. 2,000/- (non-refundable) against tender fee and Demand Draft of Rs. 50,000/- (refundable) for EMD/bid security.
- (g) Copy of Income Tax Return/ Filed Acknowledgements for last Three years.
- (h) Copy of PAN Card/Service Tax Registration.
- (i) Copy of Sales tax/VAT registration certificate.
- (j) Registration with Excise Department, Govt.of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.

- (k) Details of clients where similar services are presently provided by the agency separately for govt. and private clients.
- (l) The bidder must have adequate experience of execution of similar workmanship & supply in Govt. offices/ PSUs/Autonomous Bodies and other organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (m) The concerned firm/company whose product has been declared as of Duplicate or substandard quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted/banned/debarred firms/company by any central/state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- (n) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

FINANCIAL BID: - The financial bid shall contain Price Bid Form [as per Annexure – 2] – Prices must be quoted as per format specified, failing which tender shall be summarily rejected.

13. SUBMISSION OF BIDS

- 13.1 SEALING AND MARKING OF BIDS:** The bidder shall wax seal the Tender Fee & EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope.

14. BID PRICES:

- 14.1** The bidder shall give percentage rate discount on MRP in **Annexure-2**. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.
- 14.2** The discount quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will to be treated as un-responsive and rejected.

15. TECHNICAL EVALUATION:

- 15.1** Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether

required documents have been furnished, whether the documents have been properly signed and whether the bids are in order.

- 15.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
- 15.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.
- 15.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- 15.5 **AIIMS, Bhubaneswar shall have right to accept or reject any or all tenders without assigning any reasons thereof.**

16. FINANCIAL EVALUATION:

- 16.1 The financial bid shall be opened only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid through the official website of the institutes. No paper publication shall however, be made for this purpose.
- 16.2 The Financial Bids of unsuccessful bidders in the Technical Bid shall not be opened and destroyed.
- 16.3 The vendor will quote a single figure with regard to discount in **percentage basis** on MRP prices of **Hearing Aids** while quoting the tender, in “**Annexure-2: Price Offer**” to be kept in Envelop No. 2.
- 16.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 16.5 The AIIMS Bhubaneswar does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Bhubaneswar reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

17. AWARD OF CONTRACT: PLACEMENT OF ORDER

The Institute shall consider as successful vendor with award of contract whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder in case of proprietary articles. The successful bidder may display his products in photo manner inside the AIIMS Company.

18. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

- 18.1** Firm whose offer is accepted will have to furnish Performance Bank Guarantee/FDR of an amount equal to Rs. 2,00,000/- (Rupees Two Lakh Only) in favour of AIIMS Bhubaneswar issued by any scheduled bank.
- 18.2** The FDR/ Bank Guarantee towards Performance Guarantee submitted should be valid for 36 months + 60 days.
- 18.3** The Performance Guarantee shall be refunded within 15 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.
- 18.4** No interest will be paid on Performance Guarantee/ Earnest Money Deposit nor AIIMS Bhubaneswar shall be liable towards any erosion, if any occurred , in the value of EMD and Performance Guarantee.
- 18.5** In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to be forfeited by Director, AIIMS Bhubaneswar and his decision shall be final.
- 18.6** The expenses of completing and stamping the agreement shall be paid by the bidder.
- 19. The AIIMS, Bhubaneswar reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and giving any compensation. The decision of the AIIMS, Bhubaneswar in this regard shall be final and binding on the firm.**
- 20.** In case of non-compliance of any terms & conditions by tenderer, AIIMS, Bhubaneswar will discontinue the contract immediately, by forfeiting the EMD.
- 21.** The institute will be at liberty to purchase Implants from the principals/manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer or other exigencies and emergency needs. The tenderer may specify discounts separately on the generic and marketed brands. Rates of discount on M.R.P. should be mentioned both in figures as well as in words in Annexure-2.
- 22. Force Majeure:-** Any failure of omission or commission to carry out the provisions of this contract by the contractor/supplier shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any resilience or from civil strikes, compliance with any statute and/ regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the contractor/suppliers control including war (whether declared or not), civil war or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure, conditions.

23. Arbitration: - If at any time, any question dispute or difference whatever shall arise between tenderer and the institute (Purchaser) upon or in relation to or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such a question dispute or difference and the same shall be referred to two arbitrators one to be nominated by the Institute (Purchaser) and the other to be nominated by the tenderer. Before proceeding with the reference the arbitrators shall appoint/nominate an Umpire and Umpire appointed by them shall enter upon the reference and his award shall be final and binding on the parties. The venue of arbitration shall be at AIIMS Bhubaneswar.

- (i) The provisions of the Indian Arbitration Act 1996 in force and of the rule framed there under and any statutory modifications there of shall apply. Such a notice of the existence of any question, dispute or difference in connection with this contract shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.
- (ii) Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.
- (iii) The supplies to be made under this contract shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be withheld on account of such proceedings except to the extent which may be in dispute.

24. Notwithstanding anything contained in condition 6 (I) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. 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 against shortfall in notice period liability on to be decided by the Institutes. Certified that I/We have read over the tender document including the draft agreement and have understood the contents.

I/We undertake to abide by the terms & conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.

Signature of Tenderer

Seal

Signature of Tenderer

SPECIALTERMS & CONDITIONS

(Annexure to Agreement)

25. The AIIMS, Bhubaneswar intends to enter into an Annual Rate Contract for procurement of **Hearing Aids** 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.
26. The Vendor will sell these **Hearing Aids** etc. as the case may be, directly to the patients against valid prescription by the Doctors of the AIIMS at a minimum price with discount offered by it on MRP in tender.
27. In case of prescription for specific brand of **Hearing Aids**, 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. 5000/- plus price of the specific brand for each such default. Three such defaults will invoke disqualification of such vendor including forfeiture of security & blacklisting upto 3 years.
28. The Vendor shall provide only approved brands of **Hearing Aids** as listed in **annexure 1**.
29. The Vendor shall ensure that all the common **Hearing Aids** surgical items which are prescribed by the AIIMS doctors to the patients are available at their specified local outlets [within the radius of 3 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.
30. The Vendor will ensure use of bar-coding on each item and optical scanner at point of sales.
31. 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.
32. In case any firm is already providing the Hearing Aids 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 discount would be valid for a period of one year from the date of constituting the contract.

- 33.** Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the “List for Financial Quote “attached with tender document. No cutting or overwriting is allowed.
- 34.** The following terms and conditions may be kept in view while submitting the tender:-
- 34.1** In case the firm fails to supply the Hearing Aids 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.
- 34.2** The rates discount/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.
- 34.3** 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.
- 34.4** 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.
- 34.5** Hearing Aids 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.
- 34.6** 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.
- 34.7** The payment will be made by the patient on the spot through the PRO/suitable officer, AIIMS Bhubaneswar against due receipts from the Vendor.
- 34.8** Warranty: The Hearing Aids 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.
- 34.9** 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.

35. 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.
36. 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.
37. The final choice of Hearing AID Items and the cost will rest with the patient.
38. 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.
39. The Vendor shall directly sell Hearing Aids 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.
40. 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.
41. The tenderer who is awarded the work will have to make the contract with AIIMS Bhubaneswar on Rs.100 stamp paper to abide the rate, Terms & condition of the Tender documents Security deposited of Rs. 2,00,000/- (Rupees Two Lakhs only) has to be deposited while signing the contract. Such security deposit may be in the form of **FD/TD/CD/PBG** (in the prescribed format as annexed herewith).
42. 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.

43. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Bhubaneswar will discontinue the contract immediately, by forfeiting the Security Deposit.
44. Rates of discount on M.R.P. should be mentioned both in figures as well as in words in Annexure-2.
45. In case of identical items of different manufacturer, there will be no L1 and choice of implants will rest of 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 maximum discount on MRP.
46. 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.
47. 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.
48. 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.
49. 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.
50. 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.

- 51.** 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.
- 52.** 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 Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Bhubaneswar and his decision shall be binding upon both the parties.
- 53.** In case of insolvency/non compliance/breach of any terms and conditions of this tender by the Vendor, AIIMS, Bhubaneswar may discontinue the supply 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.
- 54.** 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 - “1” TECHNICAL BID FORMAT
(To be submitted on the letterhead of the company / firm)

Sl no.	Details / Particulars	Submitted (Yes/No)	Page No
1	Name of the firm/company/proprietary concern registered		
2	Address of registered office		
3	Address of the office at Bhubaneswar		
4	Telephone Nos./Fax/E-mail at Bhubaneswar		
5	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency		
6	Tender Fee Detail.		
7	EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Amount- (Rupees.....)		
8	Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last years) Telephone Number of Banker		
9	PAN / GIR No. (Attach attested copy)		
	VAT/SALE TAX Reg. No. (Attach attested copy)		
10	Service Tax Registration No. (Attach attested copy)		
11	Drug License		
12	Original Technical Catalogue of the quoted Implant (enclose)		
13	Quality Assurance Certificate (please specify)		
14	Whether rates are quoted as per format mentioned in the Bidding Document or not.		
15	Whether rates quoted are inclusive of all taxes or not.		
16	Have you previously supplied these items to any government / private organization? If yes, attach the Relevant poof. <i>(Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)</i>		

17	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.		
18	Details of clients along with address, telephone and Fax numbers, Amount of contract, Duration of contract (Attach a separate sheet)		
19	Proof of financial status in form of audited balance sheet for the last three financial years. Average turnover must be at least Rs. 1.00 Crores Only within the last three years.		
20	Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Headquarters Bhubaneswar that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.		
21	Whether undertaking as required under clause 15 of T & C furnished.		

Date:

(Signature of Authorised Person)

(Name) & (Designation)

Place:

Name of Firm/Company/Agency

Contact Details

ANNEXURE-2

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

To,

The Administrative Officer

AIIMS BHUBANESWAR

Dear Sir,

Our quoted rate for supplying the Implants for AIIMS, Bhubaneswar will be as follows:-

I/We M/s _____ hereby quote for the supply of Implants/Drugs on local purchase basis in accordance with the terms and conditions of the tender.

S/No	Description of Stores	Discount in figure	Discount in words
1.	Percentage of discount on the Maximum Retail Price All of Hearing AID /For Local Purchase.		

Note:-

- (i) Comparison will be made for allotment of contract on the basis of minimum price offered.
- (ii) If two or more firms quoted same maximum discount on M.R.P, contract will be awarded to the firm who have maximum turn over during last three years.
- (iii) VAT where payable will be on Retail Price (Sales Price) arrived after deduction of discount from M.R.P.
- (iv) VAT/any other tax/levies/charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.

In order to ensure regular supply in case of any exigency at the discretion of the Director, the orders may also be placed to the other firms, in the ascending order, L 2, L 3.

The contract for procurement of Implants can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Bhubaneswar and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

- (i) No other charges would be payable by Client.
- (ii) (ii) There would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name:

Seal:

Address :

Phone No (O):

Fax No. (O):

E-mail:

ANNEXURE-3

I _____ Son of Shri _____ resident of _____ District contractor/partner, or sole proprietor (Strike off word which is not applicable) of firm M/s. _____ do hereby solemnly affirm and declare that any individual /firm/companies black listed by the Union Govt. or State Government or Odisha Govt or any partner/shareholder of the above said firm there of is/are not directly or indirectly connected with or has/have any subsisting interest in business of my firm/our above said firm.

Place:

Date:

Address _____

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No. Part of it is false and nothing has been concealed therein.

Place:

Date: Deponent

AGREEMENT/UNDERTAKING FOR DISCOUNT ON MAXIMUM RETAIL PRICE OF IMPLANTS FOR LOCAL PURCHASE

(Prescribed Notarized Affidavit on Rs.10/- Non-judicial stamp Paper)

- (i) That, I M/s_____ (Firm) will make available all the Hearing Aids as per the requirement of AIIMS, Bhubaneswar for which requisition will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The Implants will be arranged and delivered by the firm twice a day i.e 12.30 PM and 04.00 PM.
- (ii) The Hearing Aids will be supplied at a price arrived at after allowing discount of _____ % on Maximum Retail Price.
- (iii) The firm will deposit a sum of Rs. 2,00,000/- (Rupees Two lacs only) in form of BG/FD valid for security for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above.
- (iv) In case the firm fails to supply the Implants as per requisition, the firm will give "Not Available Certificate within 24 hours and the
- Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm.
- (v) Firm will record a certificate on each bill that the rates being charged are not higher than those of market retail price and discount is not lower than what they give to any other organization.
- (vi) The Hearing Aids will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service due to this will be recoverable from M/s_____ (Firm). These supplies will be treated as not available with M/s_____ (Firm) and recovery would be made as per (iii) above.
- (vii) The institute will be at liberty to purchase medicine from the principals/Manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer.
- (viii) The payment will be made by the patient at the time of delivery of implants.
- (ix) The VAT would be paid as applicable. The VAT should be clearly mentioned in the Performa invoices/invoices otherwise no extra tax/levies/charge would be paid.

- (x) That in case of change in prescription or if due to any unavoidable circumstances Implant purchased could not be used, the firm will take back such Implant and reimburse the payment made.
- (xi) If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract cancelled. The firm may also be debarred/black listed in that case.
- (xii) Notwithstanding anything contained in condition (xi) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the tenderer may terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. 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.

Authorised Signature and Seal Accepted

AIIMS, Bhubaneswar

DECLARATION

From:-

M/s.....

.....

.....

To

Administrative officer,
All India Institute of Medical Sciences,
Sijua, Bhubaneswar

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director authorized signatory of the agency/Firm,
mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Medical Superintendent, AIIMS, Bhubaneswar immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address

TECHNICAL SPECIFICATION FOR HEARING AID SYSTEM

1.	Mild to Moderately Severe Loss	Frequency Range 100 HZ-10000 HZ, Max Gain 60dB to 65dB 1 T-ISP (110-115dB, Linear /Non Linear) 2 Frequency transposition /frequency Compression 3 HD Locator (Adaptive Microphone)/Audio Zoom 4 Auto Acclimatization 5 Tinnitus (Musical therapy) 6 Water & Dust Resistant (IP67) 7 Wireless Technology aids 8 Current Drainage 1-2 Milli Amp : Supported by document data Sheet	
2.	Severe Hearing Loss	Frequency Range 100 HZ-8500 HZ, Max Gain 60dB to 70dB 1 T-ISP (110-115dB, Linear /Non Linear) 2 Frequency transposition /frequency Compression 3 HD Locator (Adaptive Microphone)/Audio Zoom 4 Auto Acclimatization 5 Tinnitus (Musical therapy) 6 Water & Dust Resistant (IP67) 9 Wireless Technology aids 10 Current Drainage 1-2 Milli Amp : Supported by document data Sheet	
3.	Profound Hearing Loss	Frequency Range 100 HZ-7600 HZ, Max Gain 70dB to 84dB 1 T-ISP (70-84dB, Linear /Non Linear) 2 Frequency transposition /frequency Compression 3 HD Locator (Adaptive Microphone)/Audio Zoom 4 Auto Acclimatization 5 Tinnitus (Musical therapy) 6 Water & Dust Resistant (IP67) 11 Wireless Technology aids 12 Current Drainage 1-2 Milli Amp : Supported by document data Sheet	

- Every quoted aid should be attached with European CE approved data sheet.