



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

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

E-TENDER DOCUMENT

Name of the e-Tender: Supply, Installation & Commissioning of Tissue Lyzer (Bead Beater) at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

e-Tender No.: J-11077/014/AIIMSBBBSR/Patho/2020-21/36

Dated: 28.08.2020

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 Tissue Lyzer (Bead Beater) at AIIMS Bhubaneswar and supply of items as per the Specifications.

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

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order dated 04 Jun 2020 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.

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 Tissue Lyzer (Bead Beater at AIIMS, Bhubaneswar at AIIMS, Bhubaneswar

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	:	As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR , www.aiimsbhubanewar.edu.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	:	As per e-Tendering Portal of AIIMS BBSR https://www.tenderwizard.com/AIIMSBBSR
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	:	As per e-Tendering Portal of AIIMS, Bhubaneswar https://www.tenderwizard.com/AIIMSBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar -751019 (Odisha)
Date, Time & Place of Opening of Technical Bid	:	The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBBSR
Tender Document Cost payable to AIIMS Bhubaneswar	:	To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	:	As applicable and displayed on https://www.tenderwizard.com/AIIMSBBSR and payable to www.tenderwizard.com directly by the prospective Tenderer.
EMD	:	EMD Rs. 20,000/- (Rupees Twenty-Two Thousand Only) in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months in favor of AIIMS, Bhubaneswar

Schedule of Tender:

Issue / Publishing Date	:	Dt. 28.08.2020
Pre-Bid Conference	:	Dt. 08.09.2020 at 4.00 PM
Last date and time of submission of e-tender	:	Dt 05.10.2020 at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 05.10.2020, at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs. 20,000/- (Rupees Twenty-Two Thousand Only)

Venue	:	All India Institute of Medical Sciences Bhubaneswar – 751019
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Earnest Money Deposit (Bid Security):

Item No.	Description	Quantity	EMD (in Rs.)
1.	Tissue Lyzer (Bead Beater)	01 Items	Rs. 20,000/-

Tenderer need to deposit the EMD Amount as per above mentioned Item in the Form of FDR/Bank Guarantee in favour of “AIIMS Bhubaneswar” and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of EMD in sealed envelope should be submitted on or before the Date of Submission of Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block, AIIMS Bhubaneswar -751019. The AIIMS Bhubaneswar will not pay any interest on any EMD Amount to bidder. 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 said 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 contract and in case of unsuccessful bidders the same would be returned after award of the contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

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

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

Clarification of bidding documents

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

All the prospective bidders shall attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar on 08.09.2020 at 3.30PM. 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 with changes if any after PBC. No press advertisement will be made for corrigendum. Due to ensuing lockdown situation through out the country following corona pandemic, local representation of the prospective bidders may be participate in PBC. Those who are not able to attend the PBC may submit their queries/doubts/representation/clarification by e-mail to above mentioned e-mail ids, which will be taken care of by the tender committee in consultation with user department.

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 is to be submitted online. 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, and Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Supply, Installation & Commissioning of Laparoscopic Advanced Instruments Set with Urological Suction Irrigation Device at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

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

(i) Technical Bid (Specification): Part “A”

Name of the e-Tender: Supply, Installation & Commissioning of **Tissue Lyzer (Bead Beater)** at AIIMS, Bhubaneswar

Specification for Tissue Lyzer (Bead Beater)

Sr. No.	Product Description	Quantity
1. Dimension		
	Width: (100-400)	
	Depth: (200-450)	
	Height: (200-300)	
2.	Weight: 5-50 kg	
3.	It should disrupt 5-25 samples at a time	
4.	There should be supply of disposable vials & beads with the instrument	
5.	It should handle 5-25 micro vials (1.5ml or 2ml)	
6.	2 sets of adapter plates and 2 racks for use with 2.0 ml microcentrifuge tubes	
7.	Usage of 2 ml each handling 10-100 mg bio sample should be possible	
8.	Run Time: 5 Sec – 5 Min, HOLD	
9.	Frequency: 3-30 Hz	
10.	Power Rating: 100-240 VA	
11.	Voltage: 100-240 V	
12.	Noise Level: Less than 85 dB	
13.	There should digital display of the set parameters	
14.	Stainless steel beads 3-5mm (400 nos.)	
15.	Warranty: 2 year	
16.	CMC: 1 year	
Terms and Conditions: 1. All items should be quoted and supplied from the single manufacturer. 2. All items should be US FDA or European CE Certified or BIS certified 3. Demonstration is compulsory for technical evaluation.		

Technical Bid (Eligibility Criteria):

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

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head). 1. Name & Address of Tenderer with phone number, email-ID 2. Specify whether a 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 Organization)		
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 i.e. 2017-18, 2018-19 & 2019-2020 (Note: The condition of prior turnover and prior experience may be relaxed for Startups ((as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications)		
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 of Industrial Policy and Promotion) subject to meeting of quality & technical specifications.)		
H	Details of the Earnest Money Deposit (EMD) Rs. 20,000/- (Rupees Twenty-Two 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 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)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
L	Notarized 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 been blacklisted by any organization. (iii) We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
M	Manufacturer's Authorization Form as per Annexure-III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labor whenever required for a period of 02 years i.e., 02 years warranty & 01 years CMC period.		
N	Whether the items quoted are as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. (Annexure-IV)		
O	Have you previously supplied these items to any government/ reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure-V)		
P	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
Q	The makes/ brands of the Instruments with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
R	Manual Submission of Documents		
S	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address :		
T	Any other information, if necessary		

(ii) FINANCIAL BID:

1. The Rates are to be quoted in the given format as per “**Annexure- VI**”.
2. All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, 02 (Two) 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. After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for the equipment including GST with 02 years’ comprehensive warranty and 1-year CMC.

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 Instruments Set/ Articles. 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 Instruments Set/ Article.
- D. The Equipment/ Article 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 Instruments Set/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/ Articles and efficient after sales services.
- F. Qualified Bidders are required to arrange a demonstration of the Instruments Set/ Articles, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
- G. **24 Months Onsite Warranty including Spare Parts & Labour etc.:**
 - I. The Bidder will submit a written Warranty /Guarantee from the manufacturer for 24 (Twenty-Four) 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 equipment/articles being offered is the latest model as per the specifications and the spares for the equipment/ Articles will be available for a period of at least 01 years after the warranty / guarantee period of Two Years.

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/ articles over a period of next 02 years from the date of Installation & Commissioning of the equipment/ articles 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/ articles under the conditions prevailing in India.
- IV. Replacement and repair will be undertaken for the defective equipment/ articles 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/ articles 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 equipment/ articles are 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 Rs. 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 warrantee provider shall ensure continued supply of the spare parts/replacement for the equipment supplied by them to the purchaser for 02 years from the date of installation and handing over.
- 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 INSTRUMENTS SET/ ARTICLES/ APPARATUS:

- I. The Delivery of equipment/ Articles/ Apparatus should be made in good condition at the Central Store, AIIMS, Bhubaneswar campus or placed 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/ Articles/ Apparatus within 90 (Ninety) days from the date of Purchase Order/ Supply Order. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
 - III. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order/ acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.
 - IV. Part/Partial supply will not be accepted. For 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/ Articles 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 instruments.

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/ articles 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/ articles 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 favor of “AIIMS Bhubaneswar” by way of “Irrevocable Performance Bank Guarantee” or FDR (duly endorsed in favor of AIIMS Bhubaneswar) from a nationalized /Commercial Bank.

The Performance Security should be valid for 24 months, which is refundable after 02 months of expiry of the contract/warranty period of 02 (Two) years subject to successful fulfillment 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.

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 may 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 as 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 for the equipment including 02 (Two) years Warranty along with (01) one-year CMC.

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 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 behavior 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 XII

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	16-17
2	Criminal Liability Undertaking	Annexure- II	18
3	Manufacturers Authorization Form	Annexure- III	19
4	Deviation Statement Form	Annexure- IV	20
5	Performance Statement Form	Annexure- V	21
6	Financial Bid (PART -I)	Annexure- VI	22
7	Cost of Consumables / Accessories / Spare Parts for Equipment.	Annexure- VII-IX	23-25
8	Financial Bid (PART -III) CMC Charges for 01 years after 02 Years Warranty period.	Annexure- X	26
9	Performa of performance Guarantee/Bank Guarantee bond	Annexure- XI	27-28
10	Copy of Contract Agreement	Annexure- XII	29-33

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

Annexure-I

Name of the e-Tender: Supply, Installation & Commissioning of Tissue lyser (Bead Beater)
at AIIMS, Bhubaneswar

UNDERTAKING

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

To

**The Director,
AIIMS Bhubaneswar- 751 019**

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- 751 019 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 Instruments 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 Instruments 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 Nationalized/ Commercial Bank and shall remain in the custody of the Director, AIIMS, Bhubaneswar till the validity of the warranty period plus two months (i.e. valid for 26 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 Instruments 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 all the Literature (Log Book/ Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each Instruments by Principal Manufacturer in Original to AIIMS, Bhubaneswar.
14. I/We have necessary infrastructure for the maintenance of the Instruments and will provide all accessories/ spares as and when required during warranty period.
15. I/We undertake to get the instruments 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 26 (Twenty-Six) 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.....

ANNEXURE – II

Name of the e-Tender: Supply, Installation & Commissioning of Tissue lyser (Bead Beater)
at AIIMS, Bhubaneswar

CRIMINAL LIABILITY UNDERTAKING

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

I..... S/o.....

Resident of.....

.....

do solemnly pledge and affirm 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 have never been blacklisted by any Government authority/ organization.

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' Authorization Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorization 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 authorize ***(Insert Complete Name of Bidder)*** to submit a bid the purpose of which is to provide the following instruments, manufactured by us ***(insert name and or brief description of the instruments)***, 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 instruments to AIIMS Bhubaneswar.

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

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

Duly authorized to sign this authorization 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)

Note:

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

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

Performance Statement Form

Name of the Firm.....

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

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

Place:

Date:

Note: Documents to be attached.

Financial Bid (Part-I)

Annexure- VI

Sl. No	Name of Instrument/ Articles	Quantity	Rate Per Unit	GST (%)	Amount (including GST)
	Tissue Lyser (Bead Beater)	01			
(Rupees)					
	Make:				
	Model:				
	Manufacturer Name:				
	Certification of Instruments: (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 02-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:** 02 (Two) years from the date of successful installation & Commissioning of the equipment.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Date:

Place:

Annexure- VII

Financial Bid (Part –II)

Name of the E-Tender: Supply, Installation & Commissioning of Tissue Lyser (Bead Beater) at AIIMS, Bhubaneswar.

Details Consumables require for Tissue Lyser (Bead Beater):

No of Items	Name of Consumables	Quoted Rate Per Unit	GST (%)	Amount (including GST)
	Total Amount (Including Tax) =			

**** The above quote should include all applicable taxes.**

Signature of the bidder with seal.

Date:

Annexure- VIII

Financial Bid (Part –II)

Name of the E-Tender: **Supply, Installation & Commissioning of Tissue Lyser at AIIMS, Bhubaneswar.**

Details Accessories require for Tissue Lyser (Bead Beater):

[illegible]

**** The above quote should include all applicable taxes.**

Signature of the bidder with seal.

Date:

Annexure- IX

Financial Bid (Part –II)

Name of the E-Tender: Supply, Installation & Commissioning of Tissue Lyser at AIIMS, Bhubaneswar.

Details Spare Parts require for Tissue Lyser (Bead Beater)

No of Items	Name of Spare Parts	Quoted Rate Per Unit	GST (%)	Amount (including GST)
	Total Amount (Including Tax) =			

**** The above quote should include all applicable taxes.**

Signature of the bidder with seal.

Date:

CMC CHARGES**Financial Bid (Part-III)****(Applicable only if participating for Equipment)****Name of the E-Tender: Supply, Installation & Commissioning of Tissue Lyser (Bead Beater) at AIIMS, Bhubaneswar.**

Tender Item No.	Name of the Equipment	Rates of CMC (for equipment only)	Total CMC Cost for 01 Years	TAXES (IF ANY)	Total CMC Cost for 01 Years including Taxes
		3 rd yr			
1	Tissue Lyser: Make: Model:				
Total					
(Rupees)					

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

Name of the Firm

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

Annexure -XI

Form of Performance guarantee / Bank guarantee bond

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

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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

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

Annexure -XII

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

Contract Agreement for

Equipment Name (Make: _____ & Model: _____)

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

BETWEEN

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

WHEREAS the '**Client**' is desirous to engage the '**Vendor**' for supplying, installation & commissioning of **Equipment Name (Make: _____ & Model: _____)** on e-Tender basis at AIIMS Bhubaneswar for which the '**Vendor**' has accepted the terms and conditions as per the Tender document for execution and completion of supply, installation & commissioning of Equipment Name (Make: _____ & Model: _____) as well as guarantee of such works and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. Period of Contract Agreement: The contract shall be for a period of 02 (One) years from the date of satisfactory installation & commissioning of the equipment.

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

- (a) Notice Inviting Bid, Eligibility Criteria & Instruction to Bidders (NIB, ITB & Eligibility Criteria).
- (b) General Conditions of Contract (GCC).
- (c) Special Condition of Contract.
- (d) Technical Specification
- (e) Technical and Financial Bid
- (f) Clarifications of Pre-Bid queries during first call and amendment/ corrigendum during first call.
- (g) Financial Bid amendment/corrigendum on technical specifications.
- (h) All the correspondence till award of contract i.e. Notification of Award, Performance Bank Guarantee etc.
- (i) Supply/Purchase Order

- (j) Payment Terms: as per Terms & Conditions of the Tender Document
(k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document

3. Warranty/Guarantee of the Equipment:

- (a) The Equipment will be with 24 (Twenty Four) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of satisfactory installation & commissioning absolutely at no extra cost to the institute. It ensures that the installed equipment is the latest model as per the Purchase Order specifications and the spares for the equipment will be available for a period of at least 01 years after the warranty / guarantee period of 02 Years. The Vendor shall enter into CMC with AIIMS, Bhubaneswar for 01 (One) Years after completion of 02 (Two) Years comprehensive warranty at below mentioned CMC Charges on the basis of mutual agreement between Contract Holder & AIIMS, Bhubaneswar:

Year	Amount
3rd Year	

The Vendor 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.

4. Penalty & Recovery of Sums Due:

- (a) The Vendor guarantees 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 equipment is out of order for more than 05 (Five) 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 02 (Two) days while calculating the 95% guaranteed uptime.

Upon receipt of notice from AIIMS, Bhubaneswar, 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 Contract holder 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.

- (b) If the Vendor, 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, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the

risk and expense of the Vendor and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the Vendor.

The Vendor will be required to pay a penalty of Rs. 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 Vendor.

(c) In case the Penalty Amount is not paid by the Vendor, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the Vendor.

5. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

6. **Fall Clause:** If at any time during the Contract period, the Vendor/Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organization including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

7. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

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

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

9. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.
10. **Performance Security:** The Vendor/Agency/Authorized Dealer have to furnish Performance Security of Rs. 45,000.00/- (Rupees Forty-Five Thousand only) in shape of FDR/TDR/Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 26 months i.e. Two year + Two months after completion of obligations under the contract.
11. **Insolvency etc.:** In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.
12. **Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.
13. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.
14. **Obligation of the Vendor:** The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Vendor shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
15. In addition to above, all other terms and conditions expressed and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand Twenty and shall be valid for Two Years.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

For and on behalf of the ' Vendor /Firm/Authorized Dealer '	For and on behalf of the ' Director, AIIMS, Bhubaneswar '

Signature of the Authorized Official Name of the Official Seal of the 'Vendor/Firm/Agency/Authorized Dealer' Signed, sealed and delivered by the said official of Vendor holder in presence of	Signature of the Authorized Officer Name of the Officer Seal of the Authorized Officer Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____

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
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 Authorized 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 Tender wizard 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** is 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).

4. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar, valid for a period 180 days
5. 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:-
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