



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

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

E-TENDER DOCUMENT

Name of the e-Tender : Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No. 11036/045/AIIMSBBSR/PED SURG/2021-22/29 Dated 15.03.2022

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Manufacturers /Companies / Firms / Authorized Agents / Distributors/ Dealers online through E- procurement solution portal of AIIMS Bhubaneswar (<https://www.tenderwizard.com/AIIMSBBSR>) as per terms and conditions contained in this document for satisfactory performance for **Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar** as per the Specifications mentioned in Technical Bid (**These high end open surgical instruments are to be used in both elective & emergency surgeries**).

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional.** Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSBBSR>

For E-tendering Queries contact Representative of ITI Limited (Bhubaneswar).

Email: twhelpdesk614@gmail.com **or** twhelpdesk404@gmail.com , **Mob:**

07377708585 /011-49424365.

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Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender : Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers 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 Hard Copies of indicated/ desired documents 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, Academic Building, AIIMS, Bhubaneswar -751019 (Odisha)
- Date, Time & Place of Opening of Technical Bid : The Technical Bid will be opened online as per the schedule given in the
<https://www.tenderwizard.com/AIIMSBBSR>
- Tender Document Cost payable to AIIMS Bhubaneswar : To be downloaded from website, hence no cost is applicable.
- E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process : As applicable and displayed on
<https://www.tenderwizard.com/AIIMSBBSR>
and payable to www.tenderwizard.com directly by the prospective Bidder.
- Bid Security/ EMD : Bid Security of Rs. 1,35,000/-

Important Dates of Tender

Issue / Publishing Date	:	Dt. – 17.03. 2022
Last date and time of submission of e-tender	:	Dt. - 04.05. 2022, at 11:00 AM
Date & time of Pre-bid Conference	:	Dt. - 07.04.2022 at 12.00 PM at All India Institute of Medical Sciences, Bhubaneswar - 751019
Date & time of opening of e-Tender	:	Dt. - 04.05.2022 at 12.00 PM
Date & time of opening of Financial Bid	:	To be notified in due course in the portal

INSTRUCTIONS TO BIDDERS (ITB)

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

1.2 The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Bid Validity: The validity of the Bid/ Tender Document shall be for **90 days** from the date of opening of the bid.

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

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

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

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

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

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

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

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

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

1.5 Bidders are required to quote strictly as per specification of the equipment/ Instruments/ Apparatus. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.

1.6 Earnest Money Deposit (Bid Security):

Item	Description	Qty.	EMD (Rs.)
1.	Open Pediatrics Surgical Instruments Set and Sterilisation Containers	01 Set.	1,35,000/-

1.6.1 The bidder needs to submit **Bid Security as mentioned above in the form of FDR (duly endorsed by the issuing bank in favour of AIIMS, Bhubaneswar) or Bank Guarantee in favour of AIIMS, Bhubaneswar valid for a period of 180 days issued by a scheduled commercial bank.** and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the EMD should be submitted along with Technical Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block, AIIMS Bhubaneswar -751 019 on or before the Date and Time of Submission of e-Bid.

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

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

1.7 Pre-Bid Conference (PBC):

All the prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS Bhubaneswar on **07.04.2022** at **3.30 PM** to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit their bid accordingly as per changes if any incorporated after PBC. No press advertisement will be made for corrigendum(s).

Due to ensuing Corona pandemic situation through out the country, local representative of the prospective bidders may participate in PBC. Those who are not able to attend the PBC may submit their queries/ doubts/ representation/ clarification by e-mail to below mentioned ids on that day which will be taken care of by the tender committee in consultation with the user department.

1.8 Clarification of bidding documents :

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

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

1.9 Amendments in Bidding Documents :

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal, tender wizard and AIIMS, BBSR website

(ii) 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.

1.10 Terms of Two Bid System :

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

1.10.1 Technical Bid: All required documents to be submitted online.

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

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

1.10.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, 03 (Three) Years Comprehensive Onsite Warranty inclusive of all spares & labour charges and GST (percentage of GST must be mentioned clearly).

1.10.2.3 The rates should be quoted in Indian Rupees in figures as well as in words.

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

1.10.2.5 After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price for the entire set (Including all instruments and Sterilisation Containers mentioned in the technical specification) including GST subject to

M I I preference clause. **Lowest bidder will not be arrived/calculated based on the cost of individual Instrument.**

1.10.2.6 The bidder who has not quoted for all the instruments and Sterilisation Containers i.e. the entire set shall not be entertained, and bid shall be rejected

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

1.10.3 Manual Submission of Following Document in original:

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Supply, Installation & Commissioning of *Equipment* at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

- a. Original copy of EMD as mentioned at 1.6 & 1.6.1 in the tender document.
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**
- d. Details of Make & Model of Instruments & Country of Origin without mentioning price.
- e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- f. Manufacturers Authorisation certificate in case of authorised distributor of OEM as per **Annexure- III**.
- g. The statement of deviation (parameter wise) from the tender technical bid specification as per **Annexure – IV**.

1.11 Withdrawal, Substitution and Modification of Tender:

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

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

1.12.1 The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 04.06.2020 & 16.09.2020. As per said orders Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- a) 'Class-I Local Supplier' with local content equal to or more than 50%.

- b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.
- c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in (b) above.

The 'Class-I Local Supplier'/ 'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be.

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

Bidders have to submit self-declaration of their local content and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate in this tender.

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

1.12.2 Purchase preference as per Make in India will be exercised as follows :

(a) If the Goods are Not Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

(b) If the Goods are Divisible in nature:

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

(c) Where contract is to be awarded to multiple bidders:

In Bids where contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:

If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I Local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

In Bids, other than the sufficient local capacity and competition for the item to be procured, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I Local supplier' within the broad policy guidelines.

1.12.3 This tender will also be regulated under Public Procurement Policy for the Micro and Small of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications. The condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy & Promotion) subject to meeting of quality & technical specifications. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

1.13. Procurement outside GeM:

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

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

1.14. Bid Opening:

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

1.15 Evaluation of Bid :

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for the entire set of instruments and sterilisation containers with three years comprehensive warranty subject to above mentioned conditions.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.12.2 above.

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

2.0 GENERAL TERMS AND CONDITIONS :

- 2.1 The validity of the Bid /Tender Document shall be for 90 days from the date of opening of the bid.
- 2.2 Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent, who shall submit a current authority letter in support of the same from the original manufacturer(OEM) concerned in the format given at “**Annexure-III**”.

Bidders are required to quote strictly as per specifications of the Equipment/Instruments/Apparatus. Deviation if any to specification, must be brought out clearly giving deviation statement as per **Annexure-IV**.

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

- 2.3 The model of the item offered should be brand new and should not be refurbished or obsolete, out of production for at least 10 years from the date of installation and commissioning of the Equipment.
- 2.4 The Instruments and Sterilisation Containers supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said Equipment/ Accessories/ Apparatus/ articles or such portion thereof as may be discovered not to conform to the said description and quality.
- 2.5 The Bidder should state categorically whether they have fully trained technical staff for installation/commissioning of the Equipment and efficient after sales services.
- 2.6 **Qualified Bidders are required to arrange a physical demonstration of all the Instruments and Sterilisation Containers during the Technical Evaluation and for demo of selected samples in OT for 15 days.** Failure to arrange on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.

2.7 36 Months Onsite Warranty:

- 2.7.1 The Bidder will submit a written Warranty /Guarantee from the manufacturer for 36 (Thirty Sixty) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of installation & commissioning absolutely at no extra cost to the institute. It should ensure that the instruments being offered are the latest model as per the specifications.
- 2.7.2 The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 03 years from the date of acceptance of the Instruments and Sterilisation Containers and undertake to provide the same to the institute at no extra cost.
- 2.7.3 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 Instruments and Sterilisation Containers under the conditions prevailing in India.

2.7.4 Replacement and repair will be undertaken for the defective Instruments and Sterilisation Containers at no extra cost. Proper marking has to be made for all for identification. If at any time the Instruments and Sterilisation Containers are beyond repair / replacement at its location and needs to be taken to vendor's authorised service centre for repair / replacement, a backup/ standby must be provided subject to other administrative formalities.

2.7.5 Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.

2.8.1 The firm will be required to guarantee that the Instruments and Sterilisation Containers 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).

2.8.3 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 Instruments and Sterilisation Containers 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.

2.8.4 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.

2.8.5 The firm will be required to pay a penalty of Rs. 500/-(Rupees Five 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 Instruments and Sterilisation Containers in functioning order is in any way directly, even partially, attributable to the supplier OR the warranty period will be extended double the down time by the vendor for every day of delay occurred.

2.9 The Supplier along with its Indian Agent and the warranty provider shall ensure trouble free functioning of the Instruments and Sterilisation Containers supplied by them to the purchaser for 03 years from the date of acceptance.

2.10 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/ other INI /PSUs at a price lower than the price chargeable under the contract during the Currency of the contract, they will forthwith notify AIIMS, Bhubaneswar. The difference in cost due to such reduction or sale or offer of sale would be refunded by the bidder to AIIMS Bhubaneswar, if the contract has already been concluded or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

2.11 DELIVERY OF THE EQUIPMENT/ ACCESSORIES/APPARATUS:

- 2.11.1 The Delivery of Equipment/Instruments/Accessories/Apparatus should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.
- 2.11.2 The firm will be bound to Supply the Instruments and Sterilisation Containers within 90 days from the date of PO/SO. Thereafter suitable action as deemed fit, will be initiated. The institute will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
- 2.11.3 If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.
- 2.11.4 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.
- 2.11.5 The firm shall supply the equipment with proper packing and marking for transit so as to be received at destination free from any loss or damage.
- 2.11.6 The equipment should be adequately covered under transit insurance at the risk and cost of the bidder.
- 2.12 Option clause:** The purchaser reserves the right to place orders for additional quantity up to 25-30% of the originally contracted quantity at any time at the same rate and terms of the contract during the currency of the contract.
- 2.13** The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment/instruments.

2.14 INSPECTION OF SUPPLIES:

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhubaneswar and or his authorized representatives in AIIMS Bhubaneswar premises at designated place.

2.15 PAYMENTS :

- 70% payment of the total order value shall be released after the successful delivery and acceptance of all the ordered Instruments and Sterilisation Containers in good condition and on furnishing of Performance Security & execution of Contract Agreement.
- Balance 30% of the order value shall be released after one month of successful supply and functioning 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.
- All payments shall be made in Indian Rupees only.

2.16 PERFORMANCE SECURITY DEPOSIT:

- 2.16.1 The successful Bidder will be liable to deposit 3% of value of the Contract / Purchase Order as Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Irrevocable Performance Bank Guarantee” or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank. These instruments are subject to verification from issuing bank before its acceptance by the authorities.
- 2.16.2 The Performance Security should be valid for 38 months from date of installation, which is refundable after 2months of expiry of the contract/warranty period of 03 (Three) years subject to successful fulfilment of terms and conditions and on receipt of requisite “No Dues Certificate” from the concerned Departments /authorities. While making such instruments as PSD, bidders may take care of the period of coverage in the instrument as stated above.
- 2.16.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.17 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.

2.18 LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2.19 POWER TO IGNORE MINOR DEVIATIONS:

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

2.20 OTHERS:-

- 2.20.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of all the Instruments and Sterilisation Containers including 03 years warranty..

- 2.20.2 At the time of awarding the contract, the tendered quantity can be increased or decreased by 25-30 per cent for ordering if so warranted.
- 2.20.3 The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhubaneswar. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.
- 2.20.4 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.
- 2.20.5 If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

2.21 Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2.22 Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

- (i) Prohibition of
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
 - (ii)** Disclosure of conflict of interest.
 - (iii)** Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
- 2.23 The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- 2.24 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS Bhubaneswar authorities.
- 2.25 The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Seal & Signature of Bidder

3. Technical Bid (Specification) :

Name of the e-Tender : Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

3.1 Schedule of Requirements:

The institute requires 01 Set of Open Pediatrics Surgical Instruments Set and Sterilisation Containers to be used by the Department of Pediatrics Surgery. **These high end open surgical instruments are to be used in both elective & emergency surgeries.** The Instruments Set and Sterilisation Containers are to be delivered within **90 days** from placing of Purchase Order at the Central Store of AIIMS Bhubaneswar at the quoted/ negotiated price without any additional cost to the institute as per specifications given below.

3.2 SPECIFICATIONS OF Open Pediatrics Surgical Instruments Set and Sterilisation Containers :

SPECIFICATIONS FOR PEDIATRIC SURGERY INSTRUMENTS		Compliance Yes/No	Remarks
1	Instruments should be European CE / US FDA / BIS approved.		
2	Sterilisation Containers should be European CE or US FDA or BIS approved.		
3	Instruments and Sterilisation Containers should be of same Parent Company		
4	Sterilisation Container should be of Aluminium Alloy		
5	Sterilisation Containers should consist of Reusable barrier and not disposable filters		
6	The Sterilisation Container should have lateral flow paths		
7	It should have an indicator wherein colour green means the container is "sterile" and when the container is opened, the indicator should automatically change to red colour indicating "unsterile"		
8	The Sterilisation containers should offer superior filtration efficiency of 99.99997%.		
9	Should have Resuable Barrier system for filtration and not disposable. The Barrier should prevent the movement of microbes and should be easy to remove.		
10	The silicone gasket should be easily removable for regular inspections.		
11	The Container should be openable with 2 buttons on either side when pressed simultaneously.		
12	Bidders should give physical demonstration of all the items during technical evaluation and for demo of selected samples in OT for 15 days.		
13	Brand Name/ Catalogue number should be engraved on each instrument.		

SL No.	DESCRIPTION	QTY	Remarks
1	SPREADER, ADSON-ANDERSON, 4X4 T, 19 CM	2	
2	SPREADER, MOLLISON, SHARP, 4X4T, 15.5CM	2	
3	ABDOMINAL RETRACTOR, COLLIN, 20 CM	1	
4	ABDOMINAL RETRACTOR, BALFOUR-BABY, 12.5 CM	1	
5	ABDOMINAL RETRACTOR, KIRSCHNER, OVAL SHAPE	1	
6	SUCTION TUBE, FRAZIER, 2.7 MM, 19.5 CM	2	
7	SUCTION TUBE, FRAZIER, 3.3 MM, 19.5 CM	2	
8	SUCTION TUBE, FRAZIER, 4.0 MM, 19.5 CM	4	
9	SUCTION TUBE, BABY POOLE, STRAIGHT, 190MM	2	
10	CATHETER INTRO. FORCEPS, MAGILL, 15.5 CM	2	
11	TC-NEEDLEHOLDER, KILNER, BAYON, 14.5 CM	4	
12	DISSECTING FORCEPS, RUMEL, NO.1, 24 CM	2	
13	ATRAUMATIC URO-TANGENTIAL FORCEPS NO. 1, 25 CM	2	
14	DISSECTING FORCEPS, KELLY, MED, CURVED 23.5 CM	4	
15	BULLDOG-TOWEL FORCEPS, JONES, 5.5 CM	12	
16	BULLDOG-TOWEL FORCEPS, JONES, 8.5 CM	12	
17	MICRO HOOK, SHARP, 1-PR., NO. 4, 16 CM	4	
18	HOOCKET, BLUNT, 2-PR., 16.5 CM	4	
19	HOOCKET, SENN-GREEN, 10X6 MM, 16 CM	6	
20	HOOCKET, SENN-GREEN, 20X6 MM, 16 CM	4	
21	RETRACTOR, LANGENBECK, 30X11 MM, 22 CM	4	
22	HOOCKET, CUSHING, 10 MM, 20.5 CM	4	
23	RETRACTOR, KOCHER, 41X18 MM, 23 CM	2	
24	RETRACTOR, HARRINGTON, 137X44 MM, 32.5 CM	2	
25	RETRACTOR, DOUBLE, BABY-ROUX, 12.5 CM	4	
26	SPREADER, ADSON, BLUNT, 3x4 T, 14cm	2	
27	IRIS SCISSORS, SH/SH, STR, 11.5 CM	4	
28	IRIS SCISSORS, SH/SH, CVD, 11.5 CM	4	
29	SC-SCISSORS STEVENS, SH/SH, STRAIGHT, 10.5cm	4	
30	TC-DISSECTING SCISSOR, TOENNIS, CVD, 17.5 CM	2	
31	DRESSING FORCEPS, MEDIUM WIDE, 12 CM	6	
32	DRESSING FORCEPS, ADSON, 12 CM	12	
33	DRESSING FORCEPS, MCINDOE, 15 CM	8	

34	TC-ATR. FORCEPS, DEBAKEY, 2.0 MM, 16 CM	4	
35	TISSUE FORCEPS, ADSON, 1X2 T, 12 CM	16	
36	DRESSING FORCEPS, MICRO-ADSON, 12 CM	6	
37	FORCEPS, MICRO-ADSON, 1X2 T, 12 CM	8	
38	FORCEPS, JEWELER, STRAIGHT, NO. 4, 11 CM	4	
39	HAEM. FORCEPS, HARTMANN, STRAIGHT, 10 CM	30	
40	HAEM. FORCEPS, HARTMANN, CURVED, 10 CM	80	
41	HAEM. FORCEPS, MOSQUITO, CURVED, 14 CM	6	
42	SCALPEL HANDLE, NO. 7, SOLID, 16 CM	2	
43	SCALPEL HANDLE, NO. 7K, SOLID, 12.5 CM	10	
44	SC SCISSORS, SH/BL, STRAIGHT, 14.5 cm	2	
45	OPERATING SCISSORS, SH/BL, STRAIGHT 12 CM	4	
46	OPERATING SCISSORS, SH/SH, STRAIGHT, 12 CM	4	
47	TC-SCISSORS, SH/SH, STRAIGHT, 14.5 CM	2	
48	OPERATING SCISSORS, BL/BL, CURVED, 18.5 CM	4	
49	SCISSORS, MAYO-STILLE, STRAIGHT, 15 CM	4	
50	DISSECT. SCISSORS, BL/BL, STRAIGHT 11.5 CM	4	
51	TC-DISSECTING SCISSORS, STRAIGHT, 14.5 CM	4	
52	DISSECT. SCISSORS, BL/BL, CURVED, 11.5 CM	6	
53	TC-DISSECTING SCISSOR, CURVED, 18 cm	2	
54	DISSECT. SCISSORS, FINE, STRAIGHT, 14.5 CM	2	
55	SCISSORS, DIETHRICH-SALYER, ANGLED 12 CM	2	
56	TC-LIGATURE SCISSORS, SH/SH, STRAIGHT, 13 CM	4	
57	ATR. FORCEPS, PEDIATRIC, DOUBLE ANGLED, 13 CM	2	
58	TISSUE FORCEPS, ALLIS-BABY, 4X5 T, 13 CM	6	
59	TISSUE FORCEPS, DUVAL, SLIM, 18 CM	4	
60	TISSUE FORCEPS, BABCOCK, 15.5 CM	4	
61	TISSUE FORCEPS, WILLIAMS, FENESTRATED, 16.5 CM	1	
62	ATR. INTESTINAL FORCEPS, DOYEN-BABY, STRAIGHT, 14 CM	7	
63	ATR. INTESTINAL FORCEPS DOYEN, STRAIGHT, 18.5 CM	2	
64	ATR. INTESTINAL FORCEPS, DOYEN CURVED, 13.5 CM	4	
65	VAGINAL SPECULUM, SIMS, 65X25/70X30 MM	1	
66	UTERINE DILATOR, HEGAR, DOUBLE, SET	1	
67	URETHRAL BOUGIE, V. BUREN, 8 CH, 27 CM	1	

68	URETHRAL BOUGIE, V. BUREN, 10 CH, 27 CM	1	
69	URETHRAL BOUGIE, V. BUREN, 12 CH, 27 CM	1	
70	URETHRAL BOUGIE, V. BUREN, 14 CH, 27 CM	1	
71	URETHRAL BOUGIE, GUYON, 10 CH, 26.5 CM	1	
72	URETHRAL BOUGIE, GUYON, 11 CH, 26.5 CM	1	
73	URETHRAL BOUGIE, GUYON, 12 CH, 26.5 CM	1	
74	URETHRAL BOUGIE, GUYON, 13 CH, 26.5 CM	1	
75	BOWL, FLAT, H = 35, Ø 116 MM, 0.2 L	5	
76	BOWL, FLAT, H = 50, Ø 147 MM, 0.4 L	5	
77	KIDNEY DISH, 170X100X35 MM	4	
78	KIDNEY DISH, 250X140X40 MM	5	
79	KIDNEY DISH, 275X150X45 MM	2	
80	TC-NEEDLEHOLDER, RYDER, 12.5 CM	4	
81	BONE CURRETTE VOLKMANN, OVAL NO. 00, 17 CM	2	
82	BONE CUTTING FORCEPS, CLEVELAND, 14.5 CM	1	
83	RIB SPREADER FOR PREMATURE BABIES	1	
84	RIB SPREADER, FINOCHIETTO, BABY, 15X20X75 MM	3	
85	BRONCHUS FORCEPS, PRICE-THOMAS, 22 CM	2	
86	BULLDOG CLAMP, DE BAKEY-SATINSKY, 7 CM	2	
87	TC-NEEDLEHOLDER, DERF, 12 CM	4	
88	TC-NEEDLEHOLDER, WEBSTER, SMOOTH, 12 CM	2	
89	TC-NEEDLEHOLDER, CRILE-WOOD, 20.5 CM	2	
90	BULLDOG CLAMP, DE BAKEY, CURVED, 8 CM	2	
91	BULLDOG CLAMP, DE BAKEY, STRAIGHT, 8 cm	2	
92	RETRACTOR, DEEVER, 22 MM WIDE, 21.5 CM	6	
93	FOREIGN BODY FORCEPS, MATHIEU, SHAFT 30 CM	1	
94	INSTRUMENT OIL, 12ML	4	
STERILIZATION CONTAINER			
95	SOLID BOTTOM AND LID FOR STERILE CONTAINER FULL SIZE (60X30X27 CM)	4	
96	BASKET TRAY FOR INSTRUMENTS (532x251x94mm)	4	
97	PERFORATED LID FOR INSTRUMENT BASKET TRAY (535x255mm)	4	
98	SILICONE BASKET LINER FITTING TO ABOVE BASKET TRAY	4	
99	INDICATOR SEAL WITH ADDHESSIVE BACK FOR ABOVE (1000 PCS)	1	
100	SEAL TO SECURE THE CONTAINER, LOCK OF ABOVE CONT.(1000 PCS)	1	

3.3 Technical Bid (Submission Format):

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

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
C	Whether you have fully trained technical staff for installation/commissioning of the Equipment and efficient after sales services ? If yes, Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the self attested copy of PAN Card)		
E	GST No. (enclose GST Registration Certificate of the firm)		
F	Income Tax Return for the last Three years. (Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)		
G	Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three years. (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 and technical specifications.)		
H	Bid Security- Rs. 1,35,000/- FDR/BG No.....Date.....		
I	Firms registered with NSIC for Sale of Medical Equipment/ Instrument/Apparatus and are claiming exemption for submission of EMD (subject to the financial limits indicated in the NSIC certificate) must enclose copy of NSIC Certificate in full.		
J	Whether the firm is a Registered firm under MSME or SSI . MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not. (attach copy of such certificate(s) in full).		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
L	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.10/-. (If you don't submit this, your tender will be out rightly rejected.)		
M	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 03 years i.e., 03 year warranty .)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
N	Whether the items quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed as per Annexure-IV .		
O	Have you previously supplied these items to any government / reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per Annexure – V . (PO copies of similar item supplied must be enclosed.)		
P	All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self declaration on Class of Supplier and Local contents.		
Q	Financial Bid as per Annexure – VI (Note: to be submitted on line only)		----
R	Unique GeM Seller Id. (Enclose self attested copy of relevant document provided by GeM) <i>N.B. The bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. will be provided at the time of award of contract positively failing which their bid will be treated null & void and contract will be dealt suitably.</i>		
S	Copy of Certificate of Registration with Competent Authority in case of a bidder is from country sharing land border with India		
T	Literatures/ catalogue pertaining to technical details, makes/brands of the equipment with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
U	Manual Submission of Documents		
V	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
W	Any other information, if necessary		----

Name of the E-Tender : Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

e-Tender No: J-11036/045/AIIMSBBSR/PED SURG/2021-22/..... Dated

Bid Covering Letter

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

Reference No.

To

**The Director,
AIIMS Bhubaneswar,**

Sir / Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid for the supply of Open Pediatrics Surgical Instruments and Sterilisation Containers in conformity with the said Tender Documents.

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

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

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

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

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

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

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

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

We have submitted the Bid Security of Rs. 1,35,000/- stipulated form and other documents as required under this bid.

Signature of the bidder with seal

Name of the E-Tender : Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

UNDERTAKING

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

To
The Director,
AIIMS Bhubaneswar,

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhubaneswar.
3. The Equipment/Instruments/Apparatus shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the Equipment /Instruments / Apparatus, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to supply the Equipment during the validity of tender as per directions given in supply order within stipulated period positively.
6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
7. If I/We fail to supply the Equipment in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
8. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. Performance security of 3% of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 38 months from date of installation).
10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment at the prices and rates not exceeding those mentioned in the Financial Bid.

12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each Equipment by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required during warranty period as well as CMC period.
15. I/we undertake to get the Equipment repaired within 48 hours of the receiving of the complaint from the AIIMS Bhubaneswar, failing which a penalty at the rate of Rs.500/- per day shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us after 38 (Thirty Eight) months.
16. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance , Dept of Expenditure dated **23 Jan 20** and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).
I/we undertake that **“the instruments /equipment in tender will be boarded on GeM as and when the item or service gets listed on GeM”** as a registered supplier in GeM.
17. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
With seal of firm
(Name of Bidder)

Place

Date.....

Name of the E-Tender: Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers 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 has never been blacklisted/ debarred/ banned by any Government authority/ organisation within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6. We certify that we have no conflict of interest in accordance with ITB clause 1.4.6 and the prices quoted against the tender are competitive and without adopting any unfair / unethical means including cartelisation.
7. 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

Name of the E-Tender: Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

Manufacturers' Authorisation Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date : ***Insert date (as day, month and year)*** of Bid Submission

Tender No. : ***(Insert number from Invitation for Bids.)***

To
The Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS

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

We accept the Warranty / Guarantee condition mentioned in the tender documents of AIIMS Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including satisfactory performance of the instruments for the period of 03 years for supplied to AIIMS Bhubaneswar.

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

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

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

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

Name of the E-Tender: Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

Deviation Statement Form

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

Specification	Deviations	Remarks (including Justification)

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Note :

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

Annexure – V

Name of the E-Tender: Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

Performance Statement Form

Name of the Firm

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

Signature and seal of the manufacturer / Bidder

Place :

Date :

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

Name of the E-Tender: Supply of Open Pediatrics Surgical Instruments Set and Sterilisation Containers at AIIMS, Bhubaneswar.

Financial Bid

Sl. No	Name of Equipment / Instruments	Part No / Code	Quantity	Rate Per Unit	GST (%)	Amount (including GST)
1	SPREADER, ADSON-ANDERSON, 4X4 T, 19 CM		2			
2	SPREADER, MOLLISON, SHARP, 4X4T, 15.5CM		2			
3	ABDOMINAL RETRACTOR, COLLIN, 20 CM		1			
4	ABDOMINAL RETRACTOR, BALFOUR-BABY, 12.5 CM		1			
5	ABDOMINAL RETRACTOR, KIRSCHNER, OVAL SHAPE		1			
6	SUCTION TUBE, FRAZIER, 2.7 MM, 19.5 CM		2			
7	SUCTION TUBE, FRAZIER, 3.3 MM, 19.5 CM		2			
8	SUCTION TUBE, FRAZIER, 4.0 MM, 19.5 CM		4			
9	SUCTION TUBE, BABY POOLE, STRAIGHT, 190MM		2			
10	CATHETER INTRO. FORCEPS, MAGILL, 15.5 CM		2			
11	TC-NEEDLEHOLDER, KILNER, BAYON, 14.5 CM		4			
12	DISSECTING FORCEPS, RUMEL, NO.1, 24 CM		2			
13	ATRAUMATIC URO-TANGENTIAL FORCEPS NO. 1, 25 CM		2			
14	DISSECTING FORCEPS, KELLY, MED, CURVED 23.5 CM		4			
15	BULLDOG-TOWEL FORCEPS, JONES, 5.5 CM		12			
16	BULLDOG-TOWEL FORCEPS, JONES, 8.5 CM		12			
17	MICRO HOOK, SHARP, 1-PR., NO. 4, 16 CM		4			
18	HOOKLET, BLUNT, 2-PR., 16.5 CM		4			
19	HOOKLET, SENN-GREEN, 10X6 MM, 16 CM		6			
20	HOOKLET, SENN-GREEN, 20X6 MM, 16 CM		4			
21	RETRACTOR, LANGENBECK, 30X11 MM, 22 CM		4			
22	HOOKLET, CUSHING, 10 MM, 20.5 CM		4			
23	RETRACTOR, KOCHER, 41X18 MM, 23 CM		2			
24	RETRACTOR, HARRINGTON, 137X44 MM, 32.5 CM		2			
25	RETRACTOR, DOUBLE, BABY-ROUX, 12.5 CM		4			
26	SPREADER, ADSON, BLUNT, 3x4 T, 14cm		2			
27	IRIS SCISSORS, SH/SH, STR, 11.5 CM		4			
28	IRIS SCISSORS, SH/SH, CVD, 11.5 CM		4			
29	SC-SCISSORS STEVENS, SH/SH, STRAIGHT, 10.5cm		4			
30	TC-DISSECTING SCISSOR, TOENNIS, CVD, 17.5 CM		2			
31	DRESSING FORCEPS, MEDIUM WIDE, 12 CM		6			
32	DRESSING FORCEPS, ADSON, 12 CM		12			
33	DRESSING FORCEPS, MCINDOE, 15 CM		8			
34	TC-ATR. FORCEPS, DEBAKEY, 2.0 MM, 16 CM		4			
35	TISSUE FORCEPS, ADSON, 1X2 T, 12 CM		16			

36	DRESSING FORCEPS, MICRO-ADSON, 12 CM		6			
37	FORCEPS, MICRO-ADSON, 1X2 T, 12 CM		8			
38	FORCEPS, JEWELER, STRAIGHT, NO. 4, 11 CM		4			
39	HAEM. FORCEPS, HARTMANN, STRAIGHT, 10 CM		30			
40	HAEM. FORCEPS, HARTMANN, CURVED, 10 CM		80			
41	HAEM. FORCEPS, MOSQUITO, CURVED, 14 CM		6			
42	SCALPEL HANDLE, NO. 7, SOLID, 16 CM		2			
43	SCALPEL HANDLE, NO. 7K, SOLID, 12.5 CM		10			
44	SC SCISSORS, SH/BL, STRAIGHT, 14.5 cm		2			
45	OPERATING SCISSORS, SH/BL, STRAIGHT 12 CM		4			
46	OPERATING SCISSORS, SH/SH, STRAIGHT, 12 CM		4			
47	TC-SCISSORS, SH/SH, STRAIGHT, 14.5 CM		2			
48	OPERATING SCISSORS, BL/BL, CURVED, 18.5 CM		4			
49	SCISSORS, MAYO-STILLE, STRAIGHT, 15 CM		4			
50	DISSECT. SCISSORS, BL/BL, STRAIGHT 11.5 CM		4			
51	TC-DISSECTING SCISSORS, STRAIGHT, 14.5 CM		4			
52	DISSECT. SCISSORS, BL/BL, CURVED, 11.5 CM		6			
53	TC-DISSECTING SCISSOR, CURVED, 18 cm		2			
54	DISSECT. SCISSORS, FINE, STRAIGHT, 14.5 CM		2			
55	SCISSORS, DIETHRICH-SALYER, ANGLED 12 CM		2			
56	TC-LIGATURE SCISSORS, SH/SH, STRAIGHT, 13 CM		4			
57	ATR. FORCEPS, PEDIATRIC, DOUBLE ANGLED, 13 CM		2			
58	TISSUE FORCEPS, ALLIS-BABY, 4X5 T, 13 CM		6			
59	TISSUE FORCEPS, DUVAL, SLIM, 18 CM		4			
60	TISSUE FORCEPS, BABCOCK, 15.5 CM		4			
61	TISSUE FORCEPS, WILLIAMS, FENESTRATED, 16.5 CM		1			
62	ATR. INTESTINAL FORCEPS, DOYEN-BABY, STRAIGHT, 14 CM		7			
63	ATR. INTESTINAL FORCEPS DOYEN, STRAIGHT, 18.5 CM		2			
64	ATR. INTESTINAL FORCEPS, DOYEN CURVED, 13.5 CM		4			
65	VAGINAL SPECULUM, SIMS, 65X25/70X30 MM		1			
66	UTERINE DILATOR, HEGAR, DOUBLE, SET		1			
67	URETHRAL BOUGIE, V. BUREN, 8 CH, 27 CM		1			
68	URETHRAL BOUGIE, V. BUREN, 10 CH, 27 CM		1			
69	URETHRAL BOUGIE, V. BUREN, 12 CH, 27 CM		1			
70	URETHRAL BOUGIE, V. BUREN, 14 CH, 27 CM		1			
71	URETHRAL BOUGIE, GUYON, 10 CH, 26.5 CM		1			
72	URETHRAL BOUGIE, GUYON, 11 CH, 26.5 CM		1			
73	URETHRAL BOUGIE, GUYON, 12 CH, 26.5 CM		1			
74	URETHRAL BOUGIE, GUYON, 13 CH, 26.5 CM		1			
75	BOWL, FLAT, H = 35, Ø 116 MM, 0.2 L		5			
76	BOWL, FLAT, H = 50, Ø 147 MM, 0.4 L		5			
77	KIDNEY DISH, 170X100X35 MM		4			
78	KIDNEY DISH, 250X140X40 MM		5			

79	KIDNEY DISH, 275X150X45 MM		2			
80	TC-NEEDLEHOLDER, RYDER, 12.5 CM		4			
81	BONE CURRETTE VOLKMANN, OVAL NO. 00, 17 CM		2			
82	BONE CUTTING FORCEPS, CLEVELAND, 14.5 CM		1			
83	RIB SPREADER FOR PREMATURE BABIES		1			
84	RIB SPREADER, FINOCHIETTO, BABY, 15X20X75 MM		3			
85	BRONCHUS FORCEPS, PRICE-THOMAS, 22 CM		2			
86	BULLDOG CLAMP, DE BAKEY-SATINSKY, 7 CM		2			
87	TC-NEEDLEHOLDER, DERF, 12 CM		4			
88	TC-NEEDLEHOLDER, WEBSTER, SMOOTH, 12 CM		2			
89	TC-NEEDLEHOLDER, CRILE-WOOD, 20.5 CM		2			
90	BULLDOG CLAMP, DE BAKEY, CURVED, 8 CM		2			
91	BULLDOG CLAMP, DE BAKEY, STRAIGHT, 8 cm		2			
92	RETRACTOR, DEEVER, 22 MM WIDE, 21.5 CM		6			
93	FOREIGN BODY FORCEPS, MATHIEU, SHAFT 30 CM		1			
94	INSTRUMENT OIL, 12ML		4			
STERILIZATION CONTAINER						
95	SOLID BOTTOM AND LID FOR STERILE CONTAINER FULL SIZE (60X30X27 CM)		4			
96	BASKET TRAY FOR INSTRUMENTS (532x251x94mm)		4			
97	PERFORATED LID FOR INSTRUMENT BASKET TRAY (535x255mm)		4			
98	SILICONE BASKET LINER FITTING TO ABOVE BASKET TRAY		4			
99	INDICATOR SEAL WITH ADDHESSIVE BACK FOR ABOVE (1000 PCS)		1			
100	SEAL TO SECURE THE CONTAINER, LOCK OF ABOVE CONT.(1000 PCS)		1			
Total amount including GST						
Make :			To be mentioned for each line.			
Model :						
Year of Manufacture:						
Country of Origin:						
Certification: (US-FDA/ CE/ ISO/BIS/ISI)						

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.
2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site and cost involved for maintenance of the equipment/instruments including spares & labour charges for 03 year warranty period. No other charges would be payable by the Institute.
3. That I/We shall supply the instruments and sterilisation containers of requisite quality.
4. That the equipment will be delivered within 90 days from date of Supply Order and as per conditions of GTC.

5. Onsite unconditional Warranty: 03 (Three) years from date of successful delivery and acceptance of all the instruments and sterilisation containers.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Date:
Place:

Signature of the bidder with seal.

Form of Performance Guarantee / Bank Guarantee Bond

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

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

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

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

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

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

Contract Form
(To be made on Rs 100.00 Non-Judicial Stamp/E Stamp Paper)
FORMAT of Contract Agreement for
(Open Pediatrics Surgical Instruments Set and Sterilisation Containers)

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Twenty-Two 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 **Open Pediatrics Surgical Instruments Set and Sterilisation Containers** 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 of Open Pediatrics Surgical Instruments Set and Sterilisation Containers as well as guarantee of trouble-free use of such Open Pediatrics Surgical Instruments Set and Sterilisation Containers and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. Period of Contract Agreement: The contract shall be for a period of 03 (Three) years from the date of satisfactory delivery and acceptance of all Open Pediatrics Surgical Instruments Set and Sterilisation Containers.

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

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

3. Warranty/Guarantee :

The Equipment will be with 36 (Thirty Six) months Onsite Warranty including Spare Parts & Labour etc. for trouble free use and maintenance of the facility from the date of satisfactory delivery and acceptance no extra cost to the institution, it ensures that the Open Pediatrics Surgical Instruments Set and Sterilisation Containers are the latest model as per the

Purchase Order specifications and the spares for the Instruments/equipment will be available for a period of at least 03 (Three) years of the warranty/ guarantee period.

4. Penalty & Recovery of Sums Due:

(a) The Vendor guarantees that the Open Pediatrics Surgical Instruments Set and Sterilisation Containers 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).

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 Instruments/Equipment/ Accessories or parts thereof, free of cost, at the ultimate destination. The Vendor 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. 500/- (Rupees Five 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 Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organisation 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 Vendor 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. (Rupees) **(Performance Security Amount as per Purchase Order)** 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 38 months i.e. Three years + 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 liability of tax, interest, penalty if any imposed by any

15. statutory authority of this contract and paid on behalf of the vendor.

16. In addition to above, all other terms and conditions express 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-Two and shall be valid for Three 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 /Agency /Authorized Dealer’ Signature of the Authorized Official Name of the Official Seal of the ‘Vendor/ Agency/ Authorized Dealer’ Signed, sealed and delivered by the said official of Vendor in presence of	For and on behalf of the ‘Director, AIIMS, Bhubaneswar’ 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.edu.in

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS,BBSR
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration :

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
4. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e. <https://www.tenderwizard.com/AIIMSBBSR>

Broad outline of submissions are as follows:

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

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

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

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

Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) – 751019** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar/ Bid Security Declaration.
2. Documents as Per NIET

Public Online Tender Opening Event (TOE)

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

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provides a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'.

There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBBSR by the bidders in time, then AIIMSBBBSR will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Swadesh Kumar Bal (07377708585/ 09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:- twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ [twhelpdesk614 @ gmail.com](mailto:twhelpdesk614@gmail.com)