



अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर
All India Institute of Medical Sciences, Bhubaneswar
स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिक निकाय
(A statutory body under aegis of Ministry of Health and Family Welfare, Govt of India)
सिजुआ, डाक-: डुमुडुमा, भुवनेश्वर – 751019
Sijua, Post: Dumuduma, Bhubaneswar – 751019

Website: www.aiimsbhubaneswar.nic.in

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

E-Tender Ref. No.: 11032/67/AIIMS/BBSR/ENT/22-23/31

e-TENDER DOCUMENT

**TENDER FOR SUPPLY OF COCHLEAR IMPLANT SYSTEM AND BONE
CONDUCTION ON RATE CONTRACT BASIS
FOR A PERIOD OF ONE YEAR FROM THE DATE OF AGREEMENT
EXTENDABLE FOR ONE MORE YEAR ON MUTUALLY AGREED TERMS
AND CONDITIONS**

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 Sijua, Post: Dumuduma, Bhubaneswar – 751019

E-TENDER DOCUMENT

Name of the E-Tender: Tender for Supply of “Cochlear Implant System and Bone conduction” on Rate Contract basis for a period of one year from the date of agreement extendable for one more year on mutually agree terms and conditions.

Notice Inviting E-Tender

E-Tender No.: 11032/67/AIIMS/BBSR/ENT/22-23/31

Dated:07-03-2023

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible manufacturers, authorised distributors or dealers or any other agencies-authorised to quote through E-procurement solution portal of AIIMS Bhubaneswar ((<https://eprocure.gov.in/eprocure/app>) on mutually agreed terms and conditions and satisfactory performance for Supply of **Cochlear Implant System and Bone conduction** on Rate contract Basis at AIIMS Bhubaneswar and supply of items as per the Specifications. The quantity may be increased or decreased as per requirement of the Institution.

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.

REDUCTION IN PERFORMANCE SECURITY

As per the Circular No. F.9/4/2020-PPD issued by Ministry of Finance, Dept. of Expenditure dated 12 Nov 20 regarding procurement of goods/ services.

- (a) In case of “Performance Security” it has been reduced from 05 to 10 % as per GFR 2017 to 03 %.
- (b) 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

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.

E-Mail : support-eproc[at]nic[dot]in,

Section-I
TENDER SCHEDULE

1. Schedule of Tender**Bid Ref.No./E-Tender No.- 11032/67/AIIMS/BBSR/ENT/22-23/31**

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Bhubaneswar https://eprocure.gov.in/eprocure/app , www.aiimsbhubanewar.nic.in and CPP Portal https://eprocure.gov.in/eprocure/app 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://eprocure.gov.in/eprocure/app ,
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per e-Tendering Portal of AIIMS Bhubaneswar https://eprocure.gov.in/eprocure/app , in the Tender box kept in the Office of the Director's Mini Board, 1st Floor, Admin Block, AIIMS Bhubaneswar-751 019
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://eprocure.gov.in/eprocure/app , In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Bhubaneswar	To be downloaded from website hence no cost applicable.
Cost of Bid Document	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	Rs.7,65,450/- (Rupees Seven Lakh Sixty Five Thousand Four Hundred Fifty Only)
Validity of Bid	180 (One Hundred Eighty) days from the last date of bid submission.
Performance Security	3% of tentative Annual requirement.
Validity of Performance security	The performance security shall remain valid for a period of 26 months from the date of Agreement.
Pre-Bid Venue	All India Institute of Medical Sciences, Sijua, Patrapada, Bhubaneswar-751019

2. Important Dates

Issue/Publishing Date	:	Dt. 09-03-2023
Document download start date	:	Dt. 09-03-2023
Date and time & venue of pre-bid meeting	:	Dt. 15-03-2023 at 03:00 PM <u>Venue-</u> Board Room-I, Academic Block, AIIMS Bhubaneswar, Sijua, Odisha-751019
Start date and time of submission.	:	Dt. 22-03-2023 at 03:00 PM
Closing date & Time of Submission.	:	Dt. 12-04-2023 at 17.00 PM
Date & time of online Technical Bid opening.	:	Dt. 14-04-2023 at 15.00 PM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders (through website only).

Section-II

INSTRUCTION TO BIDDERS

2. The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. 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
- 2.1 Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.
- 2.2 Clarification of bidding documents :** A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. aso@aiimsbhubaneswar.edu.in, & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 15 (Fifteen) days prior to the deadline for submission of bids.

2.3 Earnest Money Deposit (Bid Security):

Item No.	Description	Tentative Qty.	EMD (Rs.)
1.	Cochlear Implant System	50	Rs.7,65,450/-
2	Bone Conducting (Electromagnet Technology, Perizoelectric Technology and Non-Surgical)	10	

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

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

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

The original documents (as per Section -VIII) must to be sent to AIIMS, Bhubaneswar- 751019 (as mentioned Section-I), separately in a sealed envelope superscripted as: e-Tender for Supply of "Cochlear Implant System and Bone conduction" on Rate Contract basis to AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

Section-III

TWO BID SYSTEM AND CONDITIONS

- 3.1 Technical Bid:** All required documents are to be submitted/ uploaded online.
- 3.2 Financial Bid:** The Financial Bid to be submitted on line as per prescribed format in Section IX. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.
- 3.2.1** The Rates are to be quoted in the given format "Section-IX".
- 3.2.2** All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.
- 3.2.3** The rates should be quoted in Indian Rupees in figure as well as in words only.
- 3.2.4** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.2.5 L-1 will be decided on the lowest price including GST of product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for the product. (DSIR certificate is not applicable)
- 3.2.6** The price in the Financial Bid to be quoted strictly per pack.

- 3.2.7 The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.
- 3.2.8 An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

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

- 3.2.9.1 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.

3.2.9.2 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 bidder's 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.

- 3.2.9.3 This tender will also be regulated under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and Start-up Bidders under Ministry 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.

3.2.9.4 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"**.

3.2.10 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.

3.2.11 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 drug.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 3.2.9 above.

Section-IV

ELIGIBILITY CRITERIA

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.

- 4.1 The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).
- 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).
- 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.
- 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.
- 4.5 The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.
- 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.
- 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.
- 4.8 Bidder shall be a manufacturer/authorised distributors or dealers or any other agencies-authorised to quote.
- 4.9 The manufacturer of the quoted items should have valid manufacturing License issued by the concerned authority as per Medical Device Rule 2017 and amendment thereon.
- 4.10 OEM must be an BIS/USFDA/CE/ISO certified company.
- 4.11 If, the Bidder is not a manufacturer, then should have average minimum Turn Over of **Rs. 1.00** (Rupees One Crore only) or more over last (3) three financial years. The proof of Turn-over is to be furnished in Annexure-IV certified by the Chartered Accountant and supported by audited Financial statement.
- 4.12 The bidder who is a manufacturer for the quoted item should have average minimum Turn Over of **Rs.12.00 Crore** (Rupees Twelve Crore only) or more during the last (3) three financial years. The proof of Turn-over is to be furnished by the Bidder in Annexure-IV certified by the Chartered Accountant and supported by audited Financial statement.
- 4.12 The Bidder should have experience in supplying quoted item/Similar item as per tender specification to the State or Central Government or Government Hospitals/Corporate Hospitals/PSU Hospitals in India/UN agencies/Authorized agency of the State/Central Govt./PSU. The Bidders should submit all relevant supporting documents to substantiate the same.
- 4.13 If the Bidder is not a manufacturer, then should submit the valid specific authorization certificate from the manufacturer of quoted items.
- 4.14 Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.to be uploaded.
- 4.15 ***The original documents (as per Section -VIII) must to be sent to AIIMS, Bhubaneswar- 751019, (as mentioned at Section-I) separately in a sealed envelope superscripted as: e-Tender for Supply of "Cochlear Implant System and Bone conduction" on Rate Contract basis to AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.***

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible then offer shall be liable for rejection without any further communication.

Section-V**TECHNICAL SPECIFICATION OF COCHLEAR IMPLANT SYSTEM AND BONE CONDUCTION**

Sl No	Specification	Remarks
A	Specification of Implant& Speech Processor	
1	Should be small compact implant with air-tight titanium casing with silicon cover	
2	Should have multi-channel multi-electrode implantable segment	
3	Should be MRI compatible at 1.5 Tesla without magnet removal	
4	Should have both per-operative and post-operative electrode integrity testing facility	
5	Should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the current speech processor it should be upgraded to higher model free of cost if within the warranty period.	
6	External Speech Processor of the Cochlear Implant system should have dual adaptive microphone facility	
7	Should be moisture resistant preferably IP57 & above (to suit Indian conditions)	
8	Should have latest, international standards of sound coding strategies	
9	Should have adequate memory for storing multiple settings	
10	Should have wide input dynamic range with automatic controls for sudden variation in too noisy and too quiet situations (Automatic sound environment detection)	
11	Should have wireless streaming for listening devices compatibility (Mobile & TV)	
12	Should have option of rechargeable battery system with 12-15 hours back up and Zinc air batteries with 40-50 hours back up.	
13	Should be compatible for Bimodal fitting	
14	Should have compatibility with standard FM based group therapy system and FM transmitters and other battery operated Assistive Listening Devices (ALDs)	
A(i)	Accessories & Spares	
(ii)	Should be quoted with the following minimum set of accessories with warranties:	
1	Rechargeable batteries – 03 sets of rechargeable batteries and 1 charger along with 20 strips of non-rechargeable batteries	
2	04 sets of microphone cover	
3	04 sets of ear hooks	
4	01 set of electronic de-humidifier	
5	01 set of Monitor ear phones/Signal check	
6	02 sets of spare cables	
7	02 sets of Interchangeable magnets of varying strengths	
(iii)	Warranty	
1	Should elaborate the inclusions and exclusions of warranty	
2	Should have 10 years warranty for Internal component for cochlear implant, 3 years warranty for speech processor, and rest of all other accessories (coil, rechargeable battery, magnet and dehumidifier) have 2 years warranty	

(iv)	Miscellaneous	
1	Should provide per-operative and post-operative testing hardware and software compatible to upgraded versions	
2	Should provide surgical, audiological and rehabilitative training (AVT) to the surgery centre staff members multiple times	
3	The whole system implant and processor with all accessories should have US FDA and/or European CE approved	
4	A back up implant and Implant specific surgical instruments should be provided during the surgery. In case the surgical instruments are broken, they should be replaced free of cost	
5	The company should provide working equipment for automatic intra operative telemetry/compound action potential during entire time of the tender. Any repairs or upgrades should be done by the company free of cost to maintain seamless maintenance of services	
6	Accessories, services and repairs should be available for at least 10 years, and this should be assured by the OEM and in case of non-availability, a new speech processor of better technology should be provided free of cost to the implantee	
7	A loner speech processor should be provided by the company in case of repairing	
8	Only the OEM directly is authorized to participate in tender	
9	If required, demonstration shall be called for	
B	BONE CONDUCTION IMPLANT SYSTEM (ELECTROMAGNETIC TECHNOLOGY)	
1	The whole system implant and processor with all accessories should have US-FDA and/or European CE approved	
2	Titanium implant with surface modifications for better Osseo integration. Must be available in different lengths to suit varying bone thickness (paediatric/adult)	
3	Should have option to choose between Transcutaneous and Percutaneous system on the basis of candidacy and hearing loss	
4	Implant system should have fitting range of 45 dB to 65 dB of bone conduction threshold limits	
5	MRI compatibility: Transcutaneous - Conditional 1.5 tesla with sound processor removed & 3 tesla with magnet removed, Percutaneous system - Not contraindicated with sound processor removed	
6	Must be indicated for conductive hearing loss, mixed hearing loss and unilateral hearing loss	
7	Should have option to choose between processors at no extra cost on the basis of hearing loss	
8	Should have non-surgical solution for children less than 5 years of age	
9	2.4 GHz wireless technology to connect with wireless accessories and wireless fitting of the processor	
10	15 or more channel sound analysis with Wide-band Dynamic Range Compression and Natural Sound Resolution	

11	4 user-defined programs with dedicated listening programs for music, outdoor and noisy environments	
12	Implant system should be compatible with future technology updates and upgrades	
13	Should have at least 5 years warranty for the implant system	
14	Should elaborate the inclusions and exclusions of warranty	
15	The company should provide working equipment for automatic intra operative telemetry/compound action potential during entire time of the tender. Any repairs or upgrades should be done by the company free of cost to maintain seamless maintenance of services.	
16	Accessories, services and repairs should be available for at least 10 years, and this should be assured by the OEM and in case of non-availability, a new speech processor of better technology should be provided free of cost to the implantee.	
17	A loner speech processor should be provided by the company in case of repairing	
18	Only the OEM directly is authorized to participate in tender	
19	If required, demonstration shall be called for	
C	BONE CONDUCTION IMPLANT SYSTEM (PIEZOELECTRIC TECHNOLOGY)	
1	The complete implant system and processor should be US FDA and/or European CE approved	
2	Titanium implant with surface modifications for better Osseo integration. Must be available in different lengths to suit varying bone thickness (paediatric/adult)	
3	Implant system should have fitting range upto 55 dB of bone conduction threshold limits	
4	MRI compatibility: Transcutaneous - Conditional 1.5 tesla with coil magnet in place & 3 tesla with magnet removed	
5	Implant transducer should not have any magnetic material for minimum image artifact during MRI	
6	Implant system should have removable magnet	
7	Thin implant with minimum bone excavation	
8	Must be indicated for conductive hearing loss, mixed hearing loss and unilateral hearing loss	
9	2.4 GHz wireless technology to connect with wireless accessories and wireless fitting of the processor	
10	15 or more channel sound analysis with Wide-band Dynamic Range Compression and Natural Sound Resolution	
11	IP57 rating for daily usage and option to make it water proof with additional accessory	
12	4 user-defined programs with dedicated listening programs for music, outdoor and noisy environments	

Sl No	Specification	Remarks
13	Implant system should be compatible with future technology updates and upgrades	
14	System should have latest piezoelectric technology platform for bone conduction	
15	Implant should have warranty of 10 years	
16	The company should provide working equipment for automatic intra operative telemetry/compound action potential during entire time of the tender. Any repairs or upgrades should be done by the company free of cost to maintain seamless maintenance of services.	
17	Accessories, services and repairs should be available for at least 10 years, and this should be assured by the OEM and in case of non-availability, a new speech processor of better technology should be provided free of cost to the implantee.	
18	A loner speech processor should be provided by the company in case of repairing	
19	Only the OEM directly is authorized to participate in tender	
20	If required, demonstration shall be called for	
D	BONE CONDUCTION SYSTEM (NON SURGICAL)	
1	Sound processor should have US FDA and/or European CE approval	
2	Non-surgical solution for children less than 5 years of age for early intervention	
3	Option to choose between non-surgical wearing options depending upon age of the child	
4	Sound processor should be compatible with future implant options	
5	Sound processor should have minimum fitting range of 55 dB of bone conduction threshold limits	
6	Must be indicated for conductive hearing loss, mixed hearing loss and unilateral hearing loss	
7	Should have option to choose between processors at no extra cost on the basis of hearing loss levels	
8	2.4 GHz wireless technology to connect with wireless accessories and wireless fitting of the processor	
9	15 or more channel sound analysis with Wide-band Dynamic Range Compression and Natural Sound Resolution	
10	4 or more user-defined programs with dedicated listening programs for music, outdoor and noisy environments	
11	Any repairs or upgrades should be done by the company free of cost to maintain seamless maintenance of services.	
12	Accessories, services and repairs should be available for at least 10 years, and this should be assured by the OEM and in case of non-availability, a new speech processor of better technology should be provided free of cost to the implantee.	
13	A loner speech processor should be provided by the company in case of repairing	
14	Only the OEM directly is authorized to participate in tender	
15	If required, demonstration shall be called for	

Section-VI

GENERAL CONDITIONS OF CONTRACT

- 6.1 Validity of Tender:** The validity of the Bid Tender Document shall be for **180(One Hundred Eighty)** days from date of opening.
- 6.2** The supply of **Cochlear Implant System** should be of required quality/ standard as per specification, having useful life as specified in this tender and supply should be made in good condition to the Central stores, AIIMS, BBSR by the bidder at their own cost i.e., F.O.R.at AIIMS Bhubaneswar. Any spurious/ to be expired/ sub-standard item has to be replaced by the bidder without any fail at their own cost.
If the supplier, having been notified, fails to respond to take action to replace the sub-standard items within 3 (three) days 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.
- 6.3 Fall Clause:** If at any time during the execution of the Purchase Order/Contract, the price of the subject item is reduced or brought down by any law or Act of the Central or state Govt. OR the Manufacturers reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhubaneswar/PSUs at a price lower than the price chargeable under the PO/contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhubaneswar,
The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhubaneswar by the Bidder or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
- 6.4 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.
- 6.5 Delivery of supplies/Stores:** Delivery of stores shall be F.O.R to Central Store, AIIMS Bhubaneswar. The AIIMS Bhubaneswar is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
- 6.5.1** The firm will be bound to supply the ordered items within **30 days of issuance of purchase order**. Extension shall not be allowed in ordinary course, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within due date.
- 6.5.2** The supplier shall supply the materials along with copy of Invoice, Purchase Order, Test Report, Delivery Challan and other relevant documents at the Central Stores, AIIMS, Bhubaneswar. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ PO. *The suppliers are cautioned that the variation in the description of product in the Invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt accordingly.*

- 6.5.3** If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage(LD) charges at the rate of 0.5%per week (Excluding the date of issue of purchase Order/acceptance letter and date of delivery) shall be levied subject to maximum of 10%of the total order value. Purchaser may also resort to termination of the Purchase Order & even contract at any time after expiry of the allowable period for supply of the materials. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
- 6.5.4** Part/Partial supply will not be accepted. However, in special circumstances, part supply may be accepted as per the institutional requirement with prior written permission and total delivery is to be completed within stipulated delivery period. The Part billing is strictly prohibited.
- 6.5.5** In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found substandard at any stage these goods shall immediately be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidates damages shall be charged.
- 6.5.6** In case the bidder on whom the purchase order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. The amount will be recovered from any of his subsequent/pending bills or Security Deposit & black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
- 6.6** **Payments:** 100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days subject to availability of funds.
- 6.6.1** Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be sub-standard, or not of the desired quality at any point of time of the contract period, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhubaneswar.
- 6.6.2** The bills raised by the selected Bidder should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.
- 6.7** The Bidder shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS)Bhubaneswar while submitting the tender or at subsequent stage. Upon selection of the Bidder, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.

- 6.8** The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
- 6.9** The supplied film should have life span of at least 2 years or 75% of shelf life from the date of acceptance. However, in exceptional cases the film with lower expiry may be accepted subject to approval of Competent Authority.
- 6.10** 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 in the course of their performing the duties to this office in connection with purchase order/purchase order for supplying of Stores/Goods/Items at AIIMS Bhubaneswar.
- 6.11 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.
- 6.12 Performance Security Deposit:** -The successful bidder will be required to furnish a Performance Security Deposit of 3% of the value of Purchase Order in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt" (in favour of AIIMS, Bhubaneswar) from Nationalized/Commercial Bank which is refundable. The performance security shall remain valid for a period of **14 months** from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 6.13** Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 6.14** The Institute reserves the right to accept in part or in full or reject any or more Tender/offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
- 6.15** The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.
- 6.16 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 restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other 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, that 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 may, opt to terminate the contract.
- 6.17 Debarment from bidding:**
- 6.17.1** A bidder shall be debarred if he has been convicted of an offence-
- under the Prevention of Corruption Act, 1988 or
 - 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.

- 6.17.2** A bidder debarred under sub-section 6.29.1 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 if it Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documents/ Withdraws bid after the opening of technical bid/ Fails to furnish performance security and agreement within 10 days of issuance of Letter of Award. Department of Commerce will maintain such list which will also be displayed on the website of Central Public Procurement Portal.
- 6.17.3** 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.
- 6.17.4** The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- 6.17.5** As per the OM No. F.1/20/2018-PPD issued by Ministry of Finance , Dept. of Expenditure dated.02 Nov 2021 and OM No. F.1/20/2018-PPD , dated. 02 Aug 2022 regarding Guidelines on debarment of firms from bidding also applicable.
- 6.18 Code of Integrity:**
- 6.18.1** No official of the bidder shall act in contravention of the codes which includes prohibition of
- making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.
 - any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - 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.
 - 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.
 - any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - obstruction of any investigation or auditing of a procurement process.
 - making false declaration or providing false information for participation in a tender process or to secure a contract.
 - disclosure of conflict of interest.
 - 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.
- 6.18.2** 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.
- 6.19** The Director, AIIMS Bhubaneswar, Odisha, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.
- 6.20 Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by 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.

Section-VII

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General : The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

7. REGISTRATION ON CPP PORTAL:

7.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

7.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

7.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

7.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

7.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

7.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

8. SEARCHING FOR TENDER ENQUIRY DOCUMENT

8.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

8.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

8.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

9. PREPARATION OF BIDS

9.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

9.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

9.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

9.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

10. SUBMISSION OF BIDS

10.1. Submission of Bids

10.1.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

10.1.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

10.1.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

10.1.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

10.1.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

10.1.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

11. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

2) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11. ASSISTANCE TO BIDDERS

11.1. Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

11.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

Section-VIII**CHECKLIST OF IMPORTANT DOCUMENTS**

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

S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
1	Details of Bidders as per (Annexure-I)	Mention in Letter Head		
2	GST Registration No.	Self-attested copy of GST Registration Certificate		
3	PAN No.	Self-attested copy of PAN Card		
4	Details of the Earnest Money Deposit (EMD) Rs.7,65,450/- (Rupees Seven Lakh Sixty Five Thousand Four Hundred Fifty only), BG /FDR No ____, date			
5	Undertaking for acceptance of all Terms & Conditions in original (Annexure -II).	Annexure –II typed on Letter Head.		
6	Undertaking as per (Annexure–III) on Letter head	Annexure –III typed on Letter Head.		
7	Statement of deviation (Parameter wise) Annexure-VI	Mention in Letter Head		
8	Turn Over Certificate as per Annexure-IV (certified by Chartered Accountant) for both Bidder and Manufacturer along with IT return bidder only.			
9	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.	Self-attested copy of Certificate		
10	If Bidder is not a manufacturer, should submit manufacturer's authorization Certificate.	Mention in Letter Head of Manufacturer		
11	If Bidder is not a manufacturer, should submit Annexure-V showing details manufacturer	Annexure –V typed on Letter Head.		
12	Any other document / exemption as per tender and/or any			

Signature of the bidder with seal.

Place:

Date:

Section-IX**FORMAT FOR FINANCIAL BID**

S.N	Item Description	Tentative Qty.	Unit Price excluding GST (in Rs.)	GST%	Total Price (per Unit) inclusive of GST in Rs.
1	Cochlear Implant System	50			
2	Bone Conducting : 1. Electromagnet Technology 2. Peizoelectric Technology 3. Non-Surgical	10			

Note:

The price in the Financial Bid to be quoted per Pack Price.

The price to be quoted is inclusive of packing & forwarding, transit insurance, loading & unloading, labour charges and all other incidental charges up to delivery at Central Store, AIIMS Bhubaneswar.

GST if applicable will be charged extra showing rate percentage separately against each item.

One bidder may participate more than one category if duly authorised. Bidder must quote rate for all the size of films of chosen category otherwise will be disqualified.

Certificate:

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. No other charges would be payable by the Institute
3. That I/We shall supply the items of requisite quality and quantity as per PO placed.
4. That I/We undertake that the information given in this tender are true and correct in all respects
5. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
6. The rates should be quoted in Indian Rupees in figure as well as in words only.
7. L-1 will be decided on the lowest price including of GST of each product for which the bidder is quoting taxes has to be mentioned clearly in percentage of GST for each product.

Signature of the bidder with seal.

Place:

Date:

Section-X**ANNEXURE-I****(To be submitted on bidder's Letter head in Technical Bid)****Details of Bidder**

GENERAL INFORMATION ABOUT THE BIDDER					
	Name of the Bidder				
	GeM Seller ID				
	Registered address of the Firm				
	State		District		
	Telephone No.		E-mail ID		
	Website				
Two Contact Persons Details					
	Name		Designation		
	Telephone No.		Mobile No.		
	Name		Designation		
	Telephone No.		Mobile No.		
Communication address					
	Address				
	State		District		
	Telephone No.		Email		
	Website				
Details of Authorized Distributor					
	Name		Designation		
	Telephone No.		Mobile No.		
	If/whether authorization is only for supply				
	If/whether authorization is for collecting PO, supply and raising Bills on behalf of Bidder				
Type of the Firm (please tick ✓)					
	Private Ltd.		Public Ltd.		Proprietorship
	Partnership		Society		Others,Specify
	Registration No. & Date of Reg				
Nature of Business					
	Manufacturer				
	Direct Importer				
Name designation and address of the person(s) responsible to the Company as per Sec.34 of D & C Act 1940					
	Name		Designation		
	Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender.				Yes/No
	Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying of Cochlear Implant System /items within the last 3 years from the date of floating of the tender by authorities.				
	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a. Name of the Bank : b. Full address of the Branch concerned : c. Account no. of the bidder : d. IFS Code of the Bank :				

Signature and seal of the Firm/organization

Place:

Date:

Annexure-II

Name of the E-Tender: Tender for supply of Cochlear Implant System and Bone conduction on Rate contract basis to 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, SIJUA, PATRAPADA, BHUBANESWAR-751019 to supply the approved awarded items in the approved prices to AIIMS Bhubaneswar.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of 3% of the order 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 Bhubaneswar till the validity of the Contract period plus two months (i.e. for 14 months, extendable if required).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
8. If I/We fail to execute the contract after receipt of NOA within stipulated time or fail to supply the stores in stipulated period, the AIIMS Bhubaneswar has full power to compound or forfeit the Bid Security/ Performance Security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Bhubaneswar, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
14. I/We undertake that our firm is registered in GeM. However, as the category of product is not available in GeM due to which we are unable to participate in it. We will on board our products as and when the items are listed on GeM.
15. We comply with the Government of India order No. F.No.6/18/2019-PPD dtd.23/07/2020 issued by Public Procurement Division, Department of Expenditure and if this declaration is found to be false then, this would be a ground for immediate termination and further legal action in accordance with the law.
16. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder

ANNEXURE–III**Name of the E-Tender: Tender for Cochlear Implant System and bone conduction on Rate contract basis to AIIMS, Bhubaneswar.****ELIGIBILITY DECLARATION***(To be executed on Rs.10/- Non-judicial stamp paper duly attested by Public Notary)*

I..... S/o, D/o, W/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 with any bidder which substantially affects fair competition and the prices quoted against the Tender are competitive and without adopting any unfair/unethical means including cartelization.
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

Annexure-IV

Name of the E-Tender: Tender for Cochlear Implant System and Bone conduction on Rate contract basis to AIIMS, Bhubaneswar.

ANNUAL TURN OVER STATEMENT

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S_____ who is a manufacturer/bidder as per audited Financial Statements are given below and certified that the statement is true and correct to the best of our knowledge and belief.

Sl.No.	Financial Year	Turnover in Crores (Rs) both in figures & words
1	2019-2020	
2	2020-2021	
3	2021-2022	

Date:

Place:

Signature of Auditor/Chartered Account:

(Name in Capital):

Seal

Membership No:

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

Annexure-V**Tender for Supply of for supply of Cochlear Implant System and Bone Conduction on Rate contract basis to AIIMS, Bhubaneswar.**

Tender No... 11032/67/AIIMS/BBSR/ENT/22-23/31

CERTIFICATES TO BE PRODUCED BY BIDDER OTHER THAN MANUFACTURER

S. No.	Film	Size	Manufacturer & Brand Name	Valid Licence of Manufacturer (page No.)	Turn over Certificate of manufacturer (page No.)	Turn over Certificate of Bidder. (page No.)	Manufacturer's authorization

Signature of Bidder
With seal of firm

Annexure-VI**Tender for Supply of for supply of Cochlear Implant System and Bone Conduction on Rate contract basis to AIIMS, Bhubaneswar.**

Tender No... 11032/67/AIIMS/BBSR/ENT/22-23/

Statement of Deviation (Parameter wise)

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

Sl No	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”