



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

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

E-TENDER DOCUMENT

Name of the e-Tender: Supply of minimal Invasive Surgery Instrument set at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No. J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20 Dt. 25-08-2023

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 Central Public Procurement Portal-CPPP (<https://eprocure.gov.in/eprocure/app>) as per terms and conditions contained in this document for satisfactory performance for Supply of **minimal Invasive Surgery Instrument set** at AIIMS Bhubaneswar as per the Specifications mentioned in Technical Bid.

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be 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://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email for Support Technical: support-eproc(at)nic(dot)in

Email for Policy Related - cppp-doe(at)nic(dot)in

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Sr. Procurement-cum Store Officer I/C
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender: Supply of minimal Invasive Surgery Instrument Set at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app , in the Tender box kept in the Mini Board Room, Directors Office, 1 st Floor, Admin Building, AIIMS Bhubaneswar-751019 (Odisha)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://eprocure.gov.in/eprocure/app , In case the Scheduled date is declared Holiday the
Tender Document Cost payable to AIIMS Bhubaneswar	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://eprocure.gov.in/eprocure/app ,

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD) (in shape of FDR/BG)	:	Rs. /-5,00,000/- (Rupees Five Lakh only)
Validity of Bid	:	180 days from the last date of bid submission.
Performance Security	:	5% of the value of Contract.
Validity of Performance security	:	62 months.

Important Dates

Issue/Publishing Date	:	Dt. 25-08-2023
Document download start date	:	Dt. 25-08-2023
Start date and time of submission.	:	Dt. 11-09-2023 at 03:00 PM
Closing date & Time of Submission.	:	Dt. 03-10-2023 at 05.00 PM
Date & time of online Technical Bid opening.	:	Dt. 05-10-2023 at 11.00 AM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

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 **180 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 authorized dealer will not be considered and EMD will be returned.
 - 1.4.8 **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be Rs.4,00,00,000(Rupees Four Crore only). Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /

Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 1.4.9 **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the Bidder of the offered product during the last three years, ending on 31st March of the previous financial year, should be **Rs.3,00,00,000 (Rupees Three Crore only)**. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the Bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 1.4.10 **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for **3 years** as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 1.4.11 If the bidder is a **Micro or Small Enterprise** as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 1.4.12 If the bidder is a **Start-up**, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 1.5 Bidders are required to quote strictly as per specification of the Instruments Set. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.
- 1.6 **Earnest Money Deposit (Bid Security):**

Item No.	Description	Qty.	EMD (Rs.)
1.	minimal Invasive Surgery Instrument set	01 set.	Rs. /-5,00,000/- (Rupees Five Lakh only)

Exemption from EMD: Following categories of Sellers shall however, be exempted from furnishing Bid Security:

- 1.6.1 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/ firms have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.
- 1.6.2 **Micro and Small Enterprises (MSEs)** who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 1.6.3 **Start-ups** as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

1.7 **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.

All queries/ doubts/ representation/ clarification to be sent by e-mail to below mentioned E-mail IDs with the subject as *"Representation on Tender for supply of minimal Invasive surgery set"*:

spo@aiimsbhubaneswar.edu.in
so@aiimsbhubaneswar.edu.in
stoke_anup@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.

1.8 **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 Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(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.

1.9 Terms of Two Bid System:

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

1.9.1 **Technical Bid:** All required documents to be submitted online. Additionally, the Original documents in hard copy as sought in the Tender also need to be submitted.

1.9.2 **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.

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

1.9.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, 05 (Five) Years Comprehensive Onsite Warranty inclusive of all spares & labour charges and GST (percentage of GST must be mentioned clearly).

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

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

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

1.9.2.6 **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.**

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

1.9.3 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 of minimal Invasive Surgery Instrument set* at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

a. Original EMD.

- 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.**

1.10 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).

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

- 1.11.1 Preference to Make in India products** (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate.

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.

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.

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

1.11.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued 3 / 7 by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

1.11.3 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order 2012 and Preference to Make in India in Public procurement will be as per the guidelines laid down by the OM No.F.1/4/2021-PPD dated 18.05.2023 issued by Department of Expenditure amended from time to time.

1.12 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 on-board products/services on GeM as and when the item or service gets listed on GeM"**.

1.13 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.

1.14 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 Five-year 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 1.11 above.

**Sr. Procurement-cum Store Officer I/C
AIIMS Bhubaneswar**

2.0 **GENERAL TERMS AND CONDITIONS:**

2.1 The validity of the Bid /Tender Document shall be for 180 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 Instruments. 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 Instrument Set.

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 Instrument 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 efficient after sales services.

2.6 **Qualified Bidders are required to arrange a demonstration of the Instruments, if required by evaluation committee and will constitute a part of Technical evaluation. Selected samples need to be submitted for 15 days in AIIMS Paediatrics Operation Theatre with proper entry at AIIMS Central Stores.** Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.

2.7 **60 Months Onsite Warranty:**

2.7.1 The Bidder will submit a written Warranty /Guarantee from the manufacturer for 60 (Sixty) months Onsite Warranty including Spare Parts & Labour etc for trouble free functioning and maintenance of the facility from the date of installation & commissioning absolutely at no extra cost to the institute. It should ensure that the 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 05 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).
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 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 05 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 INSTRUMENT SET:**
- 2.11.1 The Delivery of Instruments set 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 Instrument Set 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 Instrument with proper packing and marking for transit so as to be received at destination free from any loss or damage.
- 2.11.6 The Instrument 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 Executive 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 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 5 % 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 62 months from date of installation, which is refundable after 2months of expiry of the contract/warranty period of 5 (Five) years subject to successful fulfilment of terms and conditions and on receipt of requisite “No Dues Certificate” from the concerned Departments /authorities. 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 05 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 Executive 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 Instrument set 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 Executive 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 minimal Invasive Surgery Instrument set at AIIMS, Bhubaneswar.

3.1 Schedule of Requirements:

The institute requires 01 Set of minimal Invasive Surgery Instrument set and Sterilisation Containers to be used by the Department of Paediatrics Surgery. These high end 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 Technical Specifications for the minimal invasive surgery instrument set

3.2.1 All the items should be manufactured by single parent manufacturer.

3.2.2 Single vendor shall supply all the instruments.

3.2.3 All items should have Euro CE or US FDA or BIS or ISO certification for the same manufacturing company.

3.2.4 Brand name and catalogue number should be engraved on each instrument.

3.2.5 Physical demonstration is compulsory during technical evaluation and selected sample for demo in OT for 15 days. Demonstration will constitute the part of Technical evaluation.

S.No.	Description with specification	Qty.
1	METZENBAUM Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 290 - 360 mm (11 1/2"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable	1
2	Hook Scissors, complete instrument, monopolar, straight, working length: 290 - 360 mm (11 1/2"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable	1
3	METZENBAUM Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 200 mm (7 7/8"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable	1
4	Hook Scissors, complete instrument, monopolar, straight, working length: 200 mm (7 7/8"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable	1
5	MARYLAND Grasping Forceps, complete instrument, curved, 290 - 360 mm, diam. 3.50 mm, serrated, double action, reusable	2
6	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated, double action, reusable	2
7	Dissecting Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, double action, reusable	1
8	DORSEY Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated, fenestrated, double action, reusable	2
9	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (coarse), fenestrated, double action, reusable	1
10	BABCOCK Organ Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (cross), fenestrated, double action, reusable	2
11	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (coarse), with reservoir in the jaws, fenestrated, double action, reusable	1
12	Biopsy Forceps, complete instrument, 290 -360 mm, diam. 3.50 mm, fenestrated, single action, reusable	1
13	Needle Holder, TC: yes, complete instrument, straight, diam. 3.00 - 3.50 mm, working length: 290 - 360 mm (11 1/2")	2

14	SEALING UNIT FOR 3.5MM TROCARS; 20 units	5
15	TROCAR SLEEVE 3.5/60MM SMOOTH WITH TAP	10
16	TROCAR PIN CONICAL SHARP 3.5/60MM	10
17	KNOT PUSHES D:3.5/310MM	2
18	MONOPOLAR HOOK ELECTRODE 3.5MM 290MM	2
19	SUCTION/IRRIGATION INSTR.3.5MM 310MM	2
20	EXTRA LONG CONTAINER PERF BOTTOM (for 3.5 mm instruments)	1
21	X-LONG LID W/RETENTION PLATE SILVER (for 3.5 mm instruments)	1
22	MIS STORAGE RACK WITH BASKET LONG (for 3.5 mm instruments)	1
23	SILICONE MAT LONG (for 3.5 mm instruments)	1
24	REUSABLE FILTER FOR CONTAINER (for 3.5 mm instruments)	1
25	HD Endoscope, 30°, 4 mm diam., 300 mm	2
26	MONOPOLAR Hook Scissors, complete instrument, monopolar, straight, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, blunt/blunt, rotatable, insulated, single action, non-sterile, reusable	2
27	MONOPOLAR Peritoneal Scissors, complete instrument, monopolar, straight, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, serrated (fine), blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable	2
28	METZENBAUM MONOPOLAR TC Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, serrated (fine), blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable	2
29	CROCE-OLMI MONOPOLAR TC Dissecting Scissors, complete instrument, monopolar, curved, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, serrated (fine), with knot pusher, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable	2
30	Metzenbaum Bipolar Scissors, 310 - 360 mm complete set	1
31	Mini Metzenbaum Bipolar Scissors, 200 - 220 mm complete set	1
32	Maryland Bipolar fenestrated fixation forceps, 310 – 360 mm; 3.5 mm diam.	1
33	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, toothed De Bakey, double action, reusable	2
34	MONOPOLAR Grasping Forceps, complete instrument, 310 – 360 mm, diam. 5 mm, serrated, blunt, double action, reusable	2
35	MARYLAND MONOPOLAR Grasping Forceps, complete instrument, curved, 310 - 360 mm, diam. 5 mm, serrated, double action, reusable	2
36	OVERHOLT MONOPOLAR Dissecting Forceps, complete instrument, 90 °, angled, 310 - 360 mm, diam. 10 mm, serrated, double action, reusable	2
37	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, serrated (coarse), pike-mouth, with reservoir in the jaws, double action, reusable	2
38	DORSEY MONOPOLAR Intestinal Forceps, complete instrument, straight, 310 - 360 mm, diam. 5 mm, serrated, fenestrated, double action, reusable	2
39	BABCOCK MONOPOLAR Organ Grasping Forceps, complete instrument, straight, 310- 360 mm, diam. 5 mm, serrated (cross), single action, reusable	2
40	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 10 mm, toothed (2x3), single action, reusable	2
41	PSALMON MONOPOLAR Dissecting Forceps, complete instrument, 90 °, angled, 310 – 360 mm, diam. 5 mm, serrated, double action, reusable	2
42	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, serrated, fenestrated, single action, reusable	2
43	BABCOCK MONOPOLAR Grasping Forceps, complete instrument, straight, working length: 310 - 360 mm (12 1/4"), diam. 5 mm, serrated (cross), fenestrated, double action, non-sterile, reusable	2
44	MONOPOLAR Grasping Forceps, straight, 310 – 360 mm, diam. 5 mm, serrated, fenestrated, short, double action, reusable	2
45	Reusable trocar complete, red, 5.5 mm diam., 110 mm	15
46	Obturator for reusable trocar, conical sharp tip, 5.5 mm diam., 110 mm	15
47	Sealing unit for 5mm trocars; 20 units	7
48	Reducing Sleeve D:5mm to 3.5mm	2
49	REDUCING SLEEVE D:10 MM TO 5.5 MM	4
50	Flap valve for reusable trocar, silicone, 5.5 - 7 mm diam., package of 20 pieces	4
51	Reusable trocar complete, stainless steel, green, 10 mm diam., 110 mm, without obturator; with insufflation connection; with silicone flap valve	5

52	Flap valve for reusable trocar, silicone, 10 - 12.5 mm diam., package of 20 pieces	2
53	Monopolar Handle, 5 mm diam., 330 - 360 mm, for monopolar laparoscopy electrodes	2
54	Monopolar hook electrode tip, ceramic insulation, L-shaped, 5 mm diam.	2
55	Monopolar spatula electrode tip, 5 mm diam.	2
56	Suction Irrigation Tube, 300 mm, diam. 5 mm, non-sterile, reusable	2
57	Suction Irrigation Tube, 330 - 360 mm, diam. 5 mm, non-sterile, reusable	2
58	HD Endoscope, 0°, 5 mm diam., 290 - 310 mm	1
59	HD Endoscope, 30°, 5 mm diam., 290 - 310 mm	2
60	HD Endoscope, 0°, 10 mm diam., 310 - 330 mm	1
61	HD Endoscope, 30°, 10 mm diam., 310 - 330 mm	2
62	EXTRA LONG CONTAINER PERF BOTTOM (for 5 mm instruments)	2
63	X-LONG LID W/RETENTION PLATE SILVER (for 5 mm instruments)	2
64	MIS STORAGE RACK WITH BASKET LONG (for 5 mm instruments)	2
65	SILICONE MAT LONG (for 5 mm instruments)	2
66	REUSABLE FILTER FOR CONTAINER (for 5 mm instruments)	2
67	Needle Holder TC; straight 5 mm diam, 310 - 330 mm	2
68	VERESS Insufflation needle 2.1mm diam, 100mm	1
69	Clip applier Medium-Large 10mm diam., 330mm	2
70	Gall bladder extractor with 3 blades (blade length: 55 - 60 mm) for use with a 10 mm trocar	1
71	Cholangiography clamp, 5mm diam., 270 - 330mm length	1
72	Fascial suture instrument for subcutaneous closure of trocar incisions, 2.5mm diam, 170mm length	3
73	Cleaning Brush 3.7mm diam., 550mm length 6 units	3
74	Sterilit Oil for Laparoscopy instruments	5

3.3 **Checklist for Technical Bid submission:**

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 Instrument set 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) GST No. (enclose GST Registration Certificate of the firm)		
E	Bid Security- Rs. 5,00,000/- FDR/BG No.....Date.....		
F	Documents as per 1.6 if bidder is claiming for EMD exemption. (NSIC/MSE/Start-ups)		
G	Documents showing OEM & Bidder Turn Over Criteria as per Tender Clause 1.4.8 & 1.4.9		
H	Documents showing Experience Criteria for OEM/Bidder as per Tender Clause 1.4.10		
I	Documents as per Tender Clause 1.4.11 & 1.4.12 if Bidder is claiming relaxation for Turnover and Experience.(MSE/Start-ups)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
J	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
K	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.)		
L	Manufacturers' Authorisation form as per Annexure - III (Undertaking by manufacturer of Instrument set for servicing the equipment & supply of spare parts & labour whenever required for a period of 05 years i.e., 05 years warranty)		
M	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.		
N	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.)		
O	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. Annexure-VI		
P	Financial Bid as per Annexure - VII (Note: to be submitted on line only)		----
Q	Unique GeM Seller Id. (Enclose self-attested copy of relevant document provided by GeM) 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.		
R	Copy of Certificate of Registration with Competent Authority in case of a OEM/bidder is from country sharing land border with India		
S	Literatures/ catalogue pertaining to technical details, makes/brands of the Instrument Set with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
T	Manual Submission of Documents as per Tender Clause 1.9.3		
U	<u>Bank Details:</u> 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address :		
V	Any other information, if necessary		----

Name of the E-Tender : Supply minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

e-Tender No: J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20

Dated25-08-2023

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 *Instrument Set/ Services* 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 Instrument Set 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 Declaration (BSD, in lieu of Bid Security) in stipulated format and other documents as required under this bid.

Annexure-I

Name of the E-Tender: Supply minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20

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 Instrument set 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 Instrument Set 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 62 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 Instrument Set 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 Instrument by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I/we have necessary infrastructure for the maintenance of the Instrument 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 Instrument 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 62 (Sixty Two) 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 Instrument Set 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 minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20

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. 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-III

Name of the E-Tender: Supply minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20

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 Instrument, manufactured by us (***insert name and or brief description of the Instrument***), and to subsequently negotiate and sign the contract.

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of spare parts & consumables for the period of 10 years for supplied Instrument 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***)

Annexure - IV

Name of the E-Tender: Supply minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBBSR/PEDSURG/23-24/20

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 minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBBSR/PEDSURG/23-24/20

Performance Statement Form

Name of the Firm

Sl	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Instrument)	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 Instrument to other AIIMs/ INI/ PSU).

Format for Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE TO BE GIVEN BY MANUFACTURER

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 and No.: P- 45021/2/2017-PP(BE-II) dt. 16.09.2020 as amended from time to time along with clarifications/amendments and other references as issued from time to time, we hereby certify that we M/s. (supplier name) are supplier meeting the requirement of Minimum Local content as per below declaration.

(Class-I Supplier (50%) or Class-II Supplier (20%) or Non-Local Supplier (Less than 20%))

As defined in above orders/circulars/clarifications/amendments for the material against GeM Bid/Tender No. J-11036(52)/AIIMSBBBSR/PEDSURG/23-24/20

Details of Location (Complete Address) at which local value addition will be made is as follows:

We also understand that the 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 and is not included services such as transportation, insurance, installation, commissioning, training, after sales service support like AMC/CMC, etc.) and any other subsequent circular/amendment/order as issued by competent authority.

Accordingly, we declare to be (Tick One)

- | | |
|--|--------------------------|
| (i) Class-I Supplier (50% or more local content) | ☐ |
| (ii) Class-II Supplier (20% to 50% local content) | ☐ |
| (iii) Non Local Supplier (less than 20% local content) | ☐ |

County of origin of offered Product(s): _____

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

Financial Bid (Part -I)

S.No.	Description / Comment	Part No/Code	Qty.	Rate Per Unit	GST (%)	Amount (including GST)
1	METZENBAUM Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 290 - 360 mm (11 1/2"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable		1			
2	Hook Scissors, complete instrument, monopolar, straight, working length: 290 - 360 mm (11 1/2"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable		1			
3	METZENBAUM Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 200 mm (7 7/8"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable		1			
4	Hook Scissors, complete instrument, monopolar, straight, working length: 200 mm (7 7/8"), diam. 3.50 mm, blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable		1			
5	MARYLAND Grasping Forceps, complete instrument, curved, 290 - 360 mm, diam. 3.50 mm, serrated, double action, reusable		2			
6	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated, double action, reusable		2			
7	Dissecting Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, double action, reusable		1			
8	DORSEY Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated, fenestrated, double action, reusable		2			
9	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (coarse), fenestrated, double action, reusable		1			
10	BABCOCK Organ Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (cross), fenestrated, double action, reusable		2			
11	Grasping Forceps, complete instrument, straight, 290 - 360 mm, diam. 3.50 mm, serrated (coarse), with reservoir in the jaws, fenestrated, double action, reusable		1			
12	Biopsy Forceps, complete instrument, 290 -360 mm, diam. 3.50 mm, fenestrated, single action, reusable		1			
13	Needle Holder, TC: yes, complete instrument, straight, diam. 3.00 - 3.50 mm, working length: 290 - 360 mm (11 1/2")		2			
14	SEALING UNIT FOR 3.5MM TROCARS; 20 units		5			
15	TROCAR SLEEVE 3.5/60MM SMOOTH WITH TAP		10			
16	TROCAR PIN CONICAL SHARP 3.5/60MM		10			
17	KNOT PUSHES D:3.5/310MM		2			
18	MONOPOLAR HOOK ELECTRODE 3.5MM 290MM		2			
19	SUCTION/IRRIGATION INSTR.3.5MM 310MM		2			
20	EXTRA LONG CONTAINER PERF BOTTOM (for 3.5 mm instruments)		1			
21	X-LONG LID W/RETENTION PLATE SILVER (for 3.5 mm instruments)		1			
22	MIS STORAGE RACK WITH BASKET LONG (for 3.5 mm instruments)		1			
23	SILICONE MAT LONG (for 3.5 mm instruments)		1			
24	REUSABLE FILTER FOR CONTAINER (for 3.5 mm instruments)		1			
25	HD Endoscope, 30°, 4 mm diam., 300 mm		2			
26	MONOPOLAR Hook Scissors, complete instrument, monopolar, straight, working length: 310 - 360 mm (12 1/4"), diam. 5 mm, blunt/blunt, rotatable, insulated, single action, non-sterile, reusable		2			
27	MONOPOLAR Peritoneal Scissors, complete instrument, monopolar, straight, working length: 310 - 360 mm (12 1/4"), diam. 5 mm, serrated (fine), blunt/blunt, rotatable, insulated, single action, detachable, non-sterile, reusable		2			

28	METZENBAUM MONOPOLAR TC Dissecting Scissors, complete instrument, monopolar, curved to left, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, serrated (fine), blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable		2			
29	CROCE-OLMI MONOPOLAR TC Dissecting Scissors, complete instrument, monopolar, curved, working length: 310 – 360 mm (12 1/4"), diam. 5 mm, serrated (fine), with knot pusher, blunt/blunt, rotatable, insulated, double action, detachable, non-sterile, reusable		2			
30	Metzenbaum Bipolar Scissors, 310 - 360 mm complete set		1			
31	Mini Metzenbaum Bipolar Scissors, 200 - 220 mm complete set		1			
32	Maryland Bipolar fenestrated fixation forceps, 310 – 360 mm; 3.5 mm diam.		1			
33	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, toothed De Bakey, double action, reusable		2			
34	MONOPOLAR Grasping Forceps, complete instrument, 310 – 360 mm, diam. 5 mm, serrated, blunt, double action, reusable		2			
35	MARYLAND MONOPOLAR Grasping Forceps, complete instrument, curved, 310 - 360 mm, diam. 5 mm, serrated, double action, reusable		2			
36	OVERHOLT MONOPOLAR Dissecting Forceps, complete instrument, 90 °, angled, 310 - 360 mm, diam. 10 mm, serrated, double action, reusable		2			
37	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, serrated (coarse), pike-mouth, with reservoir in the jaws, double action, reusable		2			
38	DORSEY MONOPOLAR Intestinal Forceps, complete instrument, straight, 310 - 360 mm, diam. 5 mm, serrated, fenestrated, double action, reusable		2			
39	BABCOCK MONOPOLAR Organ Grasping Forceps, complete instrument, straight, 310- 360 mm, diam. 5 mm, serrated (cross), single action, reusable		2			
40	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 10 mm, toothed (2x3), single action, reusable		2			
41	PSALMON MONOPOLAR Dissecting Forceps, complete instrument, 90 °, angled, 310 – 360 mm, diam. 5 mm, serrated, double action, reusable		2			
42	MONOPOLAR Grasping Forceps, complete instrument, straight, 310 – 360 mm, diam. 5 mm, serrated, fenestrated, single action, reusable		2			
43	BABCOCK MONOPOLAR Grasping Forceps, complete instrument, straight, working length: 310 - 360 mm (12 1/4"), diam. 5 mm, serrated (cross), fenestrated, double action, non-sterile, reusable		2			
44	MONOPOLAR Grasping Forceps, straight, 310 – 360 mm, diam. 5 mm, serrated, fenestrated, short, double action, reusable		2			
45	Reusable trocar complete, red, 5.5 mm diam., 110 mm		15			
46	Obturator for reusable trocar, conical sharp tip, 5.5 mm diam., 110 mm		15			
47	Sealing unit for 5mm trocars; 20 units		7			
48	Reducing Sleeve D:5mm to 3.5mm		2			
49	REDUCING SLEEVE D:10 MM TO 5.5 MM		4			
50	Flap valve for reusable trocar, silicone, 5.5 - 7 mm diam., package of 20 pieces		4			
51	Reusable trocar complete, stainless steel, green, 10 mm diam., 110 mm, without obturator; with insufflation connection; with silicone flap valve		5			
52	Flap valve for reusable trocar, silicone, 10 - 12.5 mm diam., package of 20 pieces		2			
53	Monopolar Handle, 5 mm diam., 330 – 360 mm, for monopolar laparoscopy electrodes		2			
54	Monopolar hook electrode tip, ceramic insulation, L-shaped, 5 mm diam.		2			
55	Monopolar spatula electrode tip, 5 mm diam.		2			
56	Suction Irrigation Tube, 300 mm, diam. 5 mm, non-sterile, reusable		2			
57	Suction Irrigation Tube, 330 - 360 mm, diam. 5 mm, non-sterile, reusable		2			
58	HD Endoscope, 0°, 5 mm diam., 290 - 310 mm		1			
59	HD Endoscope, 30°, 5 mm diam., 290 - 310 mm		2			
60	HD Endoscope, 0°, 10 mm diam., 310 - 330 mm		1			
61	HD Endoscope, 30°, 10 mm diam., 310 - 330 mm		2			
62	EXTRA LONG CONTAINER PERF BOTTOM (for 5 mm instruments)		2			
63	X-LONG LID W/RETENTION PLATE SILVER (for 5 mm instruments)		2			

64	MIS STORAGE RACK WITH BASKET LONG (for 5 mm instruments)		2			
65	SILICONE MAT LONG (for 5 mm instruments)		2			
66	REUSABLE FILTER FOR CONTAINER (for 5 mm instruments)		2			
67	Needle Holder TC; straight 5 mm diam, 310 - 330 mm		2			
68	VERESS Insufflation needle 2.1mm diam, 100mm		1			
69	Clip applier Medium-Large 10mm diam., 330mm		2			
70	Gall bladder extractor with 3 blades (blade length: 55 – 60 mm) for use with a 10 mm trocar		1			
71	Cholangiography clamp, 5mm diam., 270 - 330mm length		1			
72	Fascial suture instrument for subcutaneous closure of trocar incisions, 2.5mm diam, 170mm length		3			
73	Cleaning Brush 3.7mm diam., 550mm length 6 units		3			
74	Sterilit Oil for Laparoscopy instruments		5			
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 Instrument including spares & labour charges for 5-year warranty period. No other charges would be payable by the Institute.
3. That I/We shall supply the equipment/ instruments of requisite quality.
4. That the Instrument will be delivered within 90 days from date of Supply Order and as per conditions of GTC.
5. Onsite unconditional Warranty: 05 (Five) years from date of successful installation & commissioning of Instrument.
6. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Date:

Place:

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. **J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20.**

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

Name of the E-Tender: Supply minimal invasive surgery instrument set at AIIMS, Bhubaneswar.

Tender Ref.: J-11036(52)/AIIMSBBSR/PEDSURG/23-24/20

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 of minimal invasive surgery instrument set 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 minimal invasive surgery instrument set as well as guarantee of trouble-free use of such minimal invasive surgery instrument set and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. **Period of Contract Agreement:** The contract shall be for a period of 05 (Five) years from the date of satisfactory delivery and acceptance of all minimal invasive surgery instrument set.
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 Instruments will be with 62 (Sixty two) 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 minimal invasive surgery instrument set 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 minimal invasive surgery instrument set 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 Instruments 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-Three and shall be valid for Five 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: _____ _____ _____

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

EMail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cphp-doe(at)nic(dot)in**

*****End of Tender Document*****