



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खण्डन / DISCLAIMER

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोलीदाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्की प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित किया गया हो।

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 07712971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: store@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान रायपुर (छ.ग.) के
नाक - कान - गला विभाग के लिए
“हार्मोनिक स्काल्पल सिस्टम”
की आपूर्ति हेतु निविदा आमंत्रण सूचना (प्रथम आमंत्रण)

**Notice Inviting Tender for Supply of
Harmonic Scalpel System for Department of ENT & HNS
At**

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	15.02.2020 at 11:00 AM
Bid Document Download / Sale Start Date	15.02.2020 at 11:00 AM
Pre bid meeting	24.02.2020 at 03:30 PM
Bid Submission Start Date	01.03.2020 at 10:00 PM
Bid Submission End Date	09.03.2020 at 06:00 PM
Bid Opening Date	11.03.2020 at 03:30 PM

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अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road, Raipur-492 099 (CG)

Website : www.aiimsraipur.edu.in

Tele: 0771- 2971307, e-mail: store@aiimsraipur.edu.in

1. Tenders in Two Bids (Technical & Financial Online bids) are invited on behalf of the, Director, All India Institute of Medical Sciences from interested and eligible service providers under Open Tender for **“Harmonic Scalpel System”** for Department of ENT & HNS at AIIMS Raipur. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) eProcurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, the bids will summarily rejected and EMD would be forfeited and tenderer will be liable to be banned from doing business with AIIMS Raipur.

The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).

6. Manual bid shall not be accepted in any circumstance.
7. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
8. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.
9. Quotations should be valid for 180 days from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery & other terms.
10. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
11. **Tenderer must provide evidence of having supplied Harmonic Scalpel System in government hospital / reputed private hospital organizations in India of at least ₹ 12,50,000.00 of Tender value in the last three years and the copy of the same should be uploaded.**
12. The firm should be registered and should have average annual turnover at least **₹ 25,00,000.00** in the last three financial years. Copies of authenticated

- balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years should be uploaded.
13. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
 14. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
 15. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
 16. In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director/AIIMS/Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
 17. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
 18. All disputes shall be subject to Raipur Jurisdiction only.
 19. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
 20. The Tender/Bid will be opened Store office at AIIMS Raipur Premises.
 - i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
 - ii) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
 21. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc. shall be submitted with Tech Bid.
 22. **Award of Contract**
 AIIMS Raipur will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.
 - i) Notwithstanding the above, AIIMS Raipur reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
 23. Normal comprehensive warranty/guarantee and CMC (if applicable) shall be applicable to the supplied goods as per Annexure-I.
 24. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
 25. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/ specifications/quality.
 26. A brochure displaying the product clearly is to be attached with the tender if required.

27. Earnest Money:

S.No.	Name of the items	Qty.	EMD in ₹
1.	Supply of Harmonic Scalpel System	01 Set	₹ 80,000.00 (Rs. Eighty Thousand Only)

Earnest money of as mentioned above by means of a Bank Demand Draft/ FDR is required to be submitted. A scanned copy of the same must be uploaded with the bid documents. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The original EMD instrument must reach the office of the Stores Officer Gate no. 5, Medical College Building, 2nd Floor, AIIMS Raipur **before opening** of tender.

- i) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer will not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - ii) Tenders without Earnest Money will be summarily rejected.
 - iii) No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
 - iv) If MSME firm is registered under National Small Industries Corporation (NSIC) for above tendered item, then the firm will be exempted from submission of EMD amount. Firm must upload scanned copy certificate for claiming exemption failing which the claim will not be entertained.
 - v) The earnest money will be returned/refunded to the unsuccessful bidders after the tender is decided.
 - vi) EMD should remain valid for a period of **45 days** beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
29. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact the Store Officer, AIIMS Raipur through e-mail: store@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet.
30. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
31. GST rates applicable on your quoted item may please be confirmed.
32. **Please confirm if there any change (Upward/Reduction) in your Basic Price structure.** Bidders shall pass the Input Credit as per the following Anti Profiteering Clause of GST. "Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices".
33. In the event of increase in price, detailed justification and supporting evidence may be submitted for our consideration. The GST registration details may please be furnished.
34. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Sr. Administrative Officer,
AIIMS Raipur**

Other Terms & Conditions:**1. Pre-Qualification Criteria:**

- a) Bidder should be the manufacturer/authorized dealer/Distributor/Trader/**Supplier of goods. Letter of Authorization from Manufacturer of the goods** and specific to the tender should be uploaded in the prescribed place.
- b) An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/ product updates and extend support for the warranty as well. The scanned copy of same to be uploaded. (if applicable).

2. Performance Security Deposit (PSD):

- a) The successful bidder shall have to submit a Performance Security Deposit (PSD) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days and up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract . The failed contractor shall be debarred from participating in re-tender (if any) for that item.
 - b) Successful supplier/firm should submit Performance Security Deposit in favour of “AIIMS, Raipur” to be received in the Store Office, 2nd Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents, for an amount covering 10% of the contract value.
 - c) The Performance Security Deposit should be established in favour of “AIIMS Raipur” through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
 - d) Validity of the Performance Security Deposit shall be for a period of 60 days beyond entire warranty & CMC period from the date of issue of installation & commissioning.
 - e) After completing of warranty period a fresh BG/DD/FDR of 10% of CMC cost will be submitted by the supplier for performance security against CMC validity of this new BG/DD/FDR will be 60 days beyond CMC period. After submission of new security deposits, old security deposit will be released.
- 3. Delivery& Installation:** The successful bidder should strictly adhere to the following delivery schedule Supply, installation & commissioning should be effected **within 45 days / 90 days (in case of imported goods)** from the date of purchase order and this clause should be strictly adhere to failing which Liquidation Damages will be imposed as per **clause no. 5 hereunder**.
- 4.** Purchase Order will be placed as per requirement of institute.
- 5. Penalty:** If the suppliers fails to Supply, **Install & Commission and/or** place any or all the Equipment or perform the service by the specified date as **mentioned** in purchase order, penalty at the rate **of 0.5% per week or part thereof delayed** value of goods subject to the maximum of **10% of delayed goods value will be imposed**.
- 6. Training and Demonstration (if required):** Suppliers needs to provide adequate training and demonstration at AIIMS Raipur to the nominated person of AIIMS Raipur at their cost. AIIMS Raipur will not bear any training or living expenditure in

this regard. The supplier should arrange for regular weekly visit to the AIIMS, Raipur campus by its technical team and assist in maintenance of the item/equipment within warranty period. Assistance limited to locking companies with manufacturer will not be considered sufficient.

- 7. Right of Acceptance:** AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
- 8. Validity of the bids:** The bids shall be valid for a period **of 180 days** from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.
- 9. Risk Purchase & Recovery of sums due:**
 - Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as '**non-compliance**' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price can be recovered from the tenderer.
 - The amount can be recovered from any of his subsequent / pending bills or security Deposit.
 - In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.
- 10. Installation & Warranty Declaration:** Suppliers must give comprehensive onsite warranty for **05 year** from the date of successful installation of item/equipment against manufacturing defects. In the installation report the model number of instrument and all spares parts/ accessories numbers should be in the line of purchase order. Suppliers must mention in the warranty declaration that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document." If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order.**
- 11. Communication of Acceptance:** AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
- 12. Guarantee/Warranty, Service, Maintenance:** The tenderers must quote for **05 year** comprehensive warranty from the date of completion of the satisfactory installation as certified by the stipulated committee/department. The warranty charges shall not be quoted separately otherwise the bid shall be summarily rejected. Also the bidders should submit their quote for subsequent **05 years onsite CMC** on Equipment (include free labour, repair other services). The price comparison shall be taken into account on basic price and post warranty CMC.

The amount of CMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by the user department. The supplier shall ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence resident engineer in the geographical location of this city of Raipur so that he attends the call without loss of time.

The supplier should arrange for regular weekly visit to the AIIMS, Raipur campus by technical team and assist in maintenance of the item/equipment within warranty period Assistance limited to locking companies with manufacture will not be considered sufficient.

- 13. Insolvency etc.:** In the event of the firm 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, Raipur shall have the power to terminate the contract without any prior notice.
- 14. 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 party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur may, at list option to terminate the contract.
- 15. Breach of Contract:** In case of breach of any terms and conditions as mentioned in agreement/contract, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.
- 16. Subletting of Contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.
- 17. Right to call upon information regarding status of contract:** AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

19. Terms of payment:**19.1.**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Indigenous Goods

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- (a) **On delivery:** 70% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:
- i) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
 - ii) Two copies of packing list identifying contents of each package
 - iii) Certificate of origin and certificate of guarantee and warrantee.
 - iv) Consignee receipt certificate in original issued by the authorised representative of the consignee.
- (b) **On Acceptance:** Balance 30% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignees subject to recoveries, if any, on account of non-rectification of defects/deficiencies not attended by the supplier or otherwise.

B) Payment for Imported Goods:

Payment of foreign currency portion shall be made in the currency as specified in the contract in the following manner:

(a) On Shipment:

Seventy (70) % of the CIP destination price of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) in favour of the supplier in a bank in his country in case of Foreign Tenderer and upon submission of documents specified here under:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, Unit price and total amount with revenue stamp.
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway Bill.
- (iii) Four copies of packing list identifying contents of each package.
- (iv) Insurance Certificate and a documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours.
- (v) Manufacturer's/Supplier's warranty certificate.
- (vi) Certificate of origin.

(b) On Acceptance:

Balance payment of 30% of net CIP price of goods would be made against 'Final Acceptance Certificate' to be issued by the consignee through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

(c) Payment of Indian Agent Commission:

Indian Agency Commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of contract) and shall not be subject to further escalation/exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment **to the** Foreign Principal.

19.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier at rates as notified from time to time.

19.4 No payment shall be made for rejected stores. Rejected equipment's must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

20. Compulsory Enlistment of Indian Agents

As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get themselves enlisted with the Department of Expenditure, through the Central Purchase Organization (e.g. DGS&D).

The compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler and differs from the registration of Indian Agents with the Central Purchase Organization (e.g. DGS&D) described in the earlier paragraphs.

The registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme. No Inspection Report in respect of the foreign manufacturer/principal is necessary.

The enlistment under the scheme is not equivalent to the Registration with DGS&D. Such firms do not enjoy the same status as that of DGS&D registered suppliers. A note to this effect is given in the Enlistment Letter to the firm.

21. Custom Duty on Imported Goods

In respect of imported goods, the tenderers shall also specify separately the total amount of custom duty **which shall form part of the bid price**. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. AIIMS, Raipur is exempted from payment of excise duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand. **However, the bidders shall quote full rates of custom duty on the BOQ without making any provision for exemption.** AIIMS, Raipur will not make any arrangements for clearance of imported goods at the airport.

22. Custom Duty Reimbursement:

The supplier will pay the customs duty wherever applicable, which will be reimbursed by purchaser as per documentary evidence. The custom duty exemption certificate will be provided to the supplier as and when required.

23. Good & Service Tax -

1. GST rates applicable on the quoted item may please be mentioned in the bid document.

2. It may be confirm if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.

“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”.

3. HSN Code for each item should be clearly mentioned.

24. Fall Clause:

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.
4. Any deviation in the material or specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

25. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

26. Option Clause/ Tolerance Clause: If essentially stipulated by indenting authority, which is duly approved by competent authority of AIIMS Raipur. Then purchaser retains the right to place the repeat order for an additional quantity of the equipment with the same rate and terms of contract. This clause should be a part of bid document and the contract.

27. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

28. Rate wise comparison of the quotes will be made and L1* for each item will be determined accordingly. In this context, final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

L1 firm will be decided on the basis of total price of item For AIIMS Raipur (including all taxes & duty) Warranty 05 Year + CMC 05 year.

**Sr. Administrative Officer,
AIIMS Raipur**

Technical Bid

The following documents are required to be uploaded by the Bidder along with Technical Bid as per the tender document:

- a) Scanned Copy of EMD document must be uploaded.
- b) Please **state whether the bidder** is Manufacturer /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
- c) In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form C) should be uploaded.
- d) **Scanned copy of** undertaking from the original Manufacturer stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well, shall be uploaded.
- e) Copy of PAN Card **should be uploaded.**
- f) Firm/Company registration certificate should be uploaded.
- g) The equipment should be US-FDA/CE certified/BIS/ISO certified.
- h) The GST registration details may be furnished.
- i) Income Tax Return of last three years should be uploaded.
- j) Evidence of experience/supplied materials as mentioned in tender document should be uploaded
- k) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- l) "Declaration by the Bidder "(Form B) as mentioned in tender document should be uploaded.
- m) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc. should be uploaded.**
- n) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- o) Form A with duly filled by bidder should be uploaded.
- p) Technical Specifications Compliance Report. Should be uploaded.
- q) Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be outrightly rejected.

PRICE BID

- (a) Price bid in the form of BOQ_XXXX.xls.
- (b) Miscellaneous Sheet.

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)
 (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
 The Director
 All India Institute of Medical Sciences (AIIMS),
 Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur(Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We,.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

a.Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).

b.This Bank Guarantee shall be valid upto..... (date) and

c.We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date) **claim period should be beyond six months from the date of validity i.e. (b) above.**

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

Form-A**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT)Mandate Form**

1	Name of the Bidder	
2	Permanent Account No(PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	
5	Complete Postal Address of the bidder	

FORM-B

Declaration by the Bidder:

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organisation
4. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Form-C

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To
The Stores Officer,
All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: _____.

we, _____, who are
established and reputable manufacturers of _____, having
factories at _____ and _____, hereby
authorize Messrs. (Authorised Dealer/Sole Distributor/Supplier) _____
(name and address of agents) to bid, negotiate and conclude the contract with you
against
Tender No. _____ for the above goods manufactured by
us. No company or firm or individual other than Messrs.
_____ are authorized to bid, negotiate and
conclude the contract in regard to this business against this specific
tender.

We hereby extend our full guarantee and warranty as per the conditions
of tender for the goods bided for supply against this tender by the above
firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of M/s. _____
(Name of manufacturers)/Principal

ANNEXURE-I

DETAILED SPECIFICATION FOR HARMONIC SCALPEL SYSTEM

(PURE ULTRASONIC COAGULATION AND CUTTING ENERGY DEVICE AND ADVANCE VESSEL SEALING IN ONE SINGLE COMPACT UNIT SYSTEM)

Should comprise of the following items as per the given specifications:

A. Generator:-

1. System should be a single generator with Single footswitch that provides pure Ultrasonic energy and Advanced RF energy technology for soft tissue dissection and vessel sealing for 7 mm capacity.
2. Should have the ability to select hand switch or footswitch activation or both for pure Ultrasonic and advanced RF energy instruments and the ability to change selection during use can seal and transect vessel upto 7mm with system feedback mechanism for better patient safety.
3. Should have very minimal lateral thermal with spread not more than 1mm.
4. RF energy instruments compatible with generator should have controlled gap mechanism for uniform compression across the instrument jaw for better sealing and transection of vessels and tissue bundles upto 7mm simultaneously.
5. Should have standby mode to ensure safety.
6. Should be able to power ultrasonic energy instruments with 55.5 KHz frequency.
7. Should be compatible for RF energy and pure ultrasonic energy instruments for open and laparoscopic surgery.
8. Should be able to power energy instruments with microprocessor controlled bipolar electrosurgical radiofrequency technology with a quasi-sinusoidal forced impedance output
9. Should be equipped with smart advanced RF energy technology to measure the tissue Impedance and control the power delivery and that can simultaneously seal and transect vessels up to 7mm, large tissue pedicles and vascular bundles.
10. Should be compatible with articulating RF energy instruments with articulation of 55 degree either side and total of 110 degree of articulation with 360 shaft rotation and can simultaneously seal and transect vessels up to 7mm, large tissue pedicles and vascular bundles with system feedback.
11. Should provide temperature controlled energy delivery which should maintain tissue temperature approximately at 100 degree Celsius and hand instruments that provide tissue / vessel seal strength to withstand bursting pressure of 7 times the systolic pressure.
12. Should be compatible with ultrasonic energy instruments which can simultaneously seal and transect vessels upto 7mm, large tissue pedicles and vascular bundles with ultrasonic energy only with system feedback.
13. All hand probes for open and lap procedures should be able to simultaneously cut and Coagulate tissues and also works separately.
14. Should have the ability for software updates via USB memory stick.
15. Should conform to the following international standards EN (IEC) 60601-1, EN (IEC) 60601-1- 2, EN (IEC) 60601-2-2, EN (IEC) 60601-1-8 & System should be CE approved.
16. Should provide Class 1 protection against electric shock.
17. Should come equipped with system diagnostics and troubleshooting guide to pin point any problems in the system.

18 Well-equipped Service Centre, should be ISO certified to service, repair the generator.

19 Its should have pure dissector hook shear HAVING PURE ULTRASONIC TECHNOLOGY.

B. Foot switch & cable

C. Accessories

1. Hand piece/ Hand pieces (Transducer) compatible with various hand instruments used in open & endoscopic surgery.
2. probes/shear require for advance vessel system-require probes is lap probes articulating, open probes
3. Adapters for ultrasonic & advanced RF energy.
4. OPEN shear having 9cm small and long 17 cm shaft length having adaptive tissue Technology, curved tapered tips for precious dissection.
5. Pure ultrasonic synergy having two types a) curved having shaft 3mm diameter and shaft length 4-9 cm, b) combination hook and blade shaft 5mm and length 10cm
6. 5 years CMC and 5 years warranty is required including all accessories.
7. System should be BIS/ISO/European CE/USFD Approved certificate of both standards should be attached with tender
8. All the equipment including all the accessories should be provided with the detailed data sheet along with the original brochure of the quoted model (Photocopies/Print outs are not accepted)
9. List of major installations (minimum 5) in last two years should be provided.
10. Training for user departments, doctors, and staff should be provided.

Instructions for Online Bid Submission:

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.