



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

DISCLAIMER

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 authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 0771-2971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: storesofficer.hp@aiimsraipur.edu.in



**Notice Inviting Tender for
“Rate contract of Bacterial Filter” For Department of Anaesthesiology
at
All India Institute of Medical Sciences, Raipur**

CRITICAL DATE SHEET

Published Date	16.12.2022 at 01:00 PM
Bid Document Download / Sale Start Date	16.12.2022 at 01:00 PM
Clarification Start Date	16.12.2022 at 01:00 PM
Clarification End Date	19.12.2022 at 02:00 PM
Bid Submission Start Date	16.12.2022 at 01:00 PM
Bid Submission End Date	21.12.2022 at 03:00 PM
Bid Opening Date	22.12.2022 at 03:30 PM

**Tatibandh, G.E. Road, Raipur -492099 (CG),
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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- 2577279, e-mail: storesofficer.hp@aiimsraipur.edu.in

Subject: Tender for “Rate contract of Bacterial Filter” for Department of Anaesthesiology under PAC at All India Institute of Medical Sciences, Raipur

1. The Director, All India Institute of Medical Sciences, Raipur invites online bid in a single stage one bid (Technical & Financial) system for supply of “Rate Contract of Bacterial Filter” for Department of Anaesthesiology 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, tender shall be completely rejected and tenderer is 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. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
9. The committee may negotiate price before awarding the bid.
10. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
11. Conditional bid will be treated as unresponsive and it may be rejected.
12. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
13. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
14. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Stores Officer (H),
AIIMS, Raipur (C.G.)**

Other Terms & Conditions

1) Performance Security Deposit:

- a. The successful bidder shall have to submit a performance guarantee (PSD) @ 3% of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days band 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 of the contract 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 dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.
 - b. Successful supplier/firm should submit performance guarantee as prescribed in favour of "All India Institute of Medical Sciences, Raipur" and to be received in the **Hospital Store Office, Room No.329, Opp. Department of Nuclear Medicine, C-C1 Block, Gate no.1, Tatibandh, Raipur (C.G) Pin-492099** before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
 - c. The Performance Guarantee should be established in favour of "All India Institute of Medical Sciences, 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 entire contract period and beyond 60 days.
- 2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be effected within 21 days from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.
- 3) Purchase Order will be placed as per requirement of institute.
- 4) **Penalty:** If the suppliers fails to **Supply** place any or all the material 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.**

In case the tenderer fails to supply the ordered quantity within the stipulated time limit, the supplied material is found to be of suboptimal quality or the flow of supply is not regular, the purchaser in benefit of patient service, reserves the right, to reallocate the supply to next participant or may purchase the goods from open market and recover the difference in cost of purchase from the successful tenderer.

Non-execution of supply order - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Hospital

Stores timely.

- 5) **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.
- 6) **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 7) **Discrepancies in Prices:**
- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
 - If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
 - If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 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, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.
- Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.
- 9) **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, 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.
- 10) **Terms of payment:**
- 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.
100% 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 delivering challan.

b. The supplier shall not claim any interest on payment under the contract.

c. 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 rates as notified from time to time.

d. 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.

11) 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 on BoQ/Financial Bid.

12) 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/ 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 or 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. and Public 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.

Any deviation in the material and the 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

13) Arbitration: If any difference arises concerning this agreement, its interpretation on payment to be 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. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

- 14) **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.

15) **Option Clause/ Tolerance Clause:**

- a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% to 30%, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to-next whole number) without any change in the unit price and other terms & conditions quoted by the bidder. If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by 25% to 30%, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

16) **Contract Period:**

The Rate Contract shall be valid for a period of **Two year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one & more year**. The Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.

**Stores Officer (H),
AIIMS Raipur**

Technical Bid

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

- a) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/Supplier/trader relevant document should be uploaded.
- b) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- c) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed as per the Annexure I. **(Bidder / OEM/ Manufacturer)**
- d) "Declaration by the Bidder" as mentioned in tender document should be uploaded **(Bidder)**.
- e) An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
- f) Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.

PRICE BID

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

ANNEXURE-I

**Rate contract of Bacterial Filter for Department of Anaesthesiology under PAC at
AIIMS Raipur**

Sno.	Name of Item	HSN Code	Qty.
1	Bacterial Filter	9018	1 Nos.

ANNEXURE-II

Format of Experience certificate

Sl. No.	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

- User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed.
- Copies of supply orders of the same models quoted (**without hidden price for rate justification**).

Declaration by the Bidder:

1. I am authorized signatory of the agency/firm and am competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law
3. 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.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. 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 :

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To,

The Stores Officer,
All India Institute of Medical Sciences Raipur (C.G)

Dear Sir,

Tender No. : _____.

Equipment Name : _____.

3. We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. (Authorized Dealer/Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured by us.
4. 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.
5. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
6. 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