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All India Institute of Medical Sciences, Raipur (Chhattisgarh)

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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- 2577327,

Website: www.aiimsraipur.edu.in/www.aiimsraipur.edu.in



Notice Inviting Tender of Rate Contract for Supply of "Consumable items of ETO Sterilizer" for Department of CSSD under PAC at

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	02.01.2023 at 11:30 AM
Bid Document download Sale Start Date	02.01.2023 at 11:30 AM
Clarification Start Date	02.01.2023 at 11:30 AM
Clarification End Date	05.01.2023 at 12:30 PM
Bid Submission Start Date	02.01.2023 at 12:30 PM
Bid Submission End Date	07.01.2023 at 01:00 PM
Bid Opening Date	09.01.2023 at 11:00 AM

All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur–492099, Chhattisgarh Tele: 0771-2971307, email: store@aiimsraipur.edu.in Website: www.aiimsraipur.edu.in



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: Rate contract for supply of "Consumables for EOGas Package Kits for Anderson Sterilization" for Department of CSSD under PAC at All India Institute of Medical Sciences, Raipur

- 1. The Director, All India Institute of Medical Sciences (AIIMS), Raipur invites online bid in single stage one bid (Technical & Financial) system for Supply of "Consumables Items of ETO Sterilizer" for Department of CSSD. 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) e-procurement 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.

- **6.** 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.
- **7.** Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
- **8.** The committee may negotiate price before awarding the bid.
- **9.** Conditional bid will be treated as unresponsive and it may be rejected.
- 10. 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.
- **11. 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.
- **12.** The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
- **13.** The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order. Furthermore on completion of the stipulated time period,

- Purchase Order may be cancelled if failing above condition as per terms & conditions of Institute norms.
- 14. 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.
- **15.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- **16.** All disputes shall be subject to Raipur Jurisdiction only.
- 17. Bid containing incorrect and incomplete information shall be liable for rejection.
- **18.** The Tender/Bid will be opened on Store office (Hospital) at AIIMS Raipur Premises.
- **19.** 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.
- **20.** Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
- **21.** The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
- 22. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer (Hospital), AIIMS Raipur through e-mail: storesofficer.hp@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet.
- **23.** Terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Stores Officer (H) AIIMS, Raipur

Other Terms and Conditions

1. Performance Security Deposit:

- a. The successful bidder shall have to submit a performance Security Deposit (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 panel 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.146, 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 Proforma of the tender documents, for an amount covering 10% 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 & Installation: The successful bidder should strictly adhere to the following delivery schedule supply & commissioning 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.
- 3. Purchase order will be placed as per requirement of the institute/consignee.
- 4. Penalty: If the suppliers fails to deliver and place any or all the consumable items or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may 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.** 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.
- 7. <u>Clarification of Bids</u>: 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.

8. <u>Discrepancies in Prices</u>:

- a. 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.
- b. 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;
- c. 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.

9. Risk Purchase & Recovery of sums due:

- a. 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 has to be recovered from the tenderer as mentioned elsewhere.
- b. The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- c. 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. 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.
- 11. 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 hall 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.
- **12. Breach of Terms and Conditions:** 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.

- 13. 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 first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.
- **14. Right to call upon information regarding status of contract**: The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

15. Terms of payment:

- a. 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.

16. GST

GST rates applicable on your quoted item may please be mentioned in the bid documents. It may confirm if there is any (Upward/Reduction) in your Basic Price structure and you are also requested 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".

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.

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.

17. 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. 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.

18. 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.

19. 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.
- b. 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.

20. Contract Period:

The Rate Contract for supply of stationery and other general stores items shall be valid for a period of <u>one year</u> 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 <u>one & more year</u>. 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 mention that the bidder is Manufacture /Distributor /Dealer / Trader/ Supplier relevant document should be uploaded.
- b) In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form C) should be uploaded.
- c) Copy of PAN Card should be uploaded.
- d) Technical Compliance as per Annexure-I
- e) Firm/Company registration certificate should be uploaded.
- f) The GST registration details may please be furnished.
- g) 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 II. (Bidder / OEM/ Manufacturer)
- h) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded. Also provide Purchase order copies of other Govt./Private reputed hospitals without hiding prices for justification of rate reasonability.
- i) "Declaration by the Bidder" as mentioned in tender document should be uploaded (Bidder).
- j) 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.
- k) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- If yes, attach the relevant poof. 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 out rightly rejected.

PRICE BID

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

Annexure-I

Rate contract for supply of "Consumables for EOGas Package Kits for Anderson Sterilization" for Department of CSSD under PAC at AIIMS Raipur

Sno.	Technical Specification:	Qty.
1	 ETO Kits (AN 310) Anderson EO Gas Consumables (AN 310) each kit incl. Dosimeter, Humidity chip, EO gas cartridge and liner bag. It should have 100% compatible for ETO Sterilizer for Modal no. – AN 310. Product MSDS and all Authorization Certificate should be submitted. 	01 Kit

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:

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

PARTICULARS FOR PERFORMANCE SECURITY DEPOSIT

(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
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
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,
Not with standing anything contained herein:
a. Our liability under this Bank Guarantee shall not exceed`
b. This Bank Guarantee shall be valid upto (date) and date of claim should be beyond six month from the date of validity.
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). This should be beyond six months from validity as (b) above.
This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at
Yours truly,
Signature and seal of the Guarantor
Name of the Bank:
Complete Postal Address:

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	

То
The Stores Officer(H),
All India Institute of Medical Sciences Raipur
Dear Sir,
TENDER:
we,, who are
established and reputable manufacturers of, having
factories at, 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