



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur– 492099, Chhattisgarh

Tele: 0771- 2577327, email: storesofficer.hp@aiimsraipur.edu.in

centralstoreaiimsrpr@rediffmail.com

Website: www.aiimsraipur.edu.in

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.



आरोग्यम् सुख सम्पदा

All India Institute of Medical Sciences, Raipur
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Notice Inviting Tender

for

"Procurement of Plug Receptacle coupler of Camera controller
CAT No. 5525105 for repairing of logic HD Camera system under PAC
for Major OT Gastero Entero Surgery"

At

All India Institute of Medical Sciences, Raipur on proprietary basis

CRITICAL DATE SHEET

NIT No.	AIIMS/R/HS/BME/OW/223/PAC
NIT issue date	10.10.2019
Last date of submission	17.10.2019 upto 03:00 p.m.
Opening of Bid	17.10.2019 at 03:30 p.m.
EMD	Rs. 2301.00

I. NOTICE INVITING TENDER

Invitation of sealed tender on single stage two bid system for “Procurement of Plug Receptacle coupler of Camera controller CAT No. 5525105 for repairing of Logic HD Camera System of major OT Gastero Entero Surgery” at AIIMS Raipur.

1. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only).
2. The tender documents are to be in two parts as Technical Offer and Financial offer:
 - a) The Technical offer should include the detailed specifications of main item as indicated in the Annexure-I.
 - b) The financial offer should include the cost of main items as per Annexure-I. If there is any separate cost for installation etc. that should be quoted separately. The total cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialled, failing which the offers are liable to be rejected.
 - c) The two parts of the offer should be placed in separate sealed envelopes clearly marked “Technical Offer” & “Financial Offer”. These two envelopes along with envelope for EMD (total three envelopes) must be enclosed in one bigger envelope duly sealed and super scribed with tender number, name of the items and tender due date must be forwarded to the undersigned so as to reach him on or before the due date.
 - d) The Financial Offer must be mentioned in the prescribed format as per the Annexure-II only. If the financial offer is not in the prescribed format, it will be rejected. Bid shall be submitted manually in sealed envelope containing Technical Bid and Financial Bid.
3. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsraipur.edu.in** shall not tamper/modify the tender form 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).
4. **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.
5. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
6. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **₹ 38,350.00** supply of this Item of Tender value in the last three years and the copy of the same should be uploaded.
7. The firm should be registered and should have the average annual turnover at least **₹ 76,700.00** of the bidder in the last three financial years. Copies of authenticated balance sheet for the past three financial years should be provided.
8. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.

9. The quantity shown against each item is tentative and may vary as per demand of the Institute at the time of placement of order.
10. 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 and award may be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
11. 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.
12. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
13. All disputes shall be subject to Raipur Jurisdiction only.
14. **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.**
15. The Tender/Bid will be opened on Store office (Hospital) 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.
16. 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,
17. **Award of Contract**
 - 1) The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid the lowest evaluated quotation price.
 - i) Not with standing the above, the Purchaser 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 by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
 - 2) Rates should be quoted on FOR Destination as per door delivery basis inclusive of packing, forwarding, postage and transportation charges etc.
 - 3) The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
 - 4) **A brochure displaying clearly the product is to be attached with the tender, if required.**

**Stores Officer,
AIIMS, Raipur**

Other Terms and Conditions

1. Pre-Qualification Criteria:

- a. Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.

2. Performance Guarantee Bond:

- a. The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG 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 PG 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 Guarantee Bond 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, 2nd Floor, Ayush PMR Building, 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 guarantee bond 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 guarantee bond shall be for entire contract period and beyond 60 days.

- 3. Delivery & Installation :** The successful bidder should strictly adhere to the following delivery schedule supply & commissioning should be effected within 45 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. 5. Purchase order will be placed as required by consignee.

- 4.** Purchase order will be placed as per requirement of the institute.

- 5. 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.

- 6. 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.

- 7. 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.

8. 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 has to be recovered from the tenderer as mentioned elsewhere.
- The amount will 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.

9. 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.

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 shall 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:

15.1 Payment Terms.

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) 100% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and Certification of goods to be issued by the consignees subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- b) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price, total amount with revenue stamp.
- c) Two copies of packing list identifying contents of each package.

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

15.3 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 rates as notified from time to time.

15.4 No payment shall be made for rejected stores. Rejected items 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 informed. Please 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 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/DGS&D 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.

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. Quantity:

The quantity shown in the tender documents is tentative. It may be varied (Increase/Decrease) as per demand of the institute at the time of placing order.

**Stores Officer,
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) Firm/Company registration certificate should be uploaded.
- e) **The GST registration details may please be furnished.**
- f) Income Tax Return of last three years should be uploaded.
- g) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded
- h) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- i) “Declaration by the Bidder “(Form B) should be uploaded as mentioned in tender document should be uploaded.
- j) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- k) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- l) Form A with duly filled by bidder should be uploaded.
- m) Technical Specifications Compliance Report.
- n) Have you previously supplied these items to any government/ reputed private organization? 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.

ANNEXURE-I

Procurement of Plug Receptacle coupler of Camera controller
CAT No. 5525105 for repairing of Logic HD camera system
for major OT Gastro Entero Surgery at
AIIMS Raipur

Sno.	Name of Item	Technical Specification:
01	Plug Receptacle coupler of camera controller CAT No. 5525105	Autoclave C Mount, 3 x 1/3" image sensor, Digital image processing and digital signal transfer, 2 programmable camera head buttons, angled camera cable exit, camera cable 3 Mtrs.

Note: All packets should be marked as "AIIMS Raipur supply"

**ANNEXURE –II
FINANCIAL OFFER
FOR INDIGENOUS SUPPLIES**

Date :-
Tender No. :-
Due date :-
Description of item :-

Sl. No.	Description of item & specification (Model No. if any)	Qty. in units	Unit price in Rs.	Discount (%)	GST (%)	Unit price including tax	Total price (including tax qty.)
Warranty for year							
* Grand total							

Firm to mentioned break-up of rates for Road tax, insurance etc.

- **Delivery Mode** : Delivery at AIIMS Raipur at site only
- Total bid price should be inclusive of all taxes and levies, transport, loading, unloading, cartridge charges, etc.
- **Warranty period** :
- **Delivery period** : Days
- **Quotation validity date** : Minimum 180 days from the date of submission of quotation/.tender

Sign of Bidder :-
Date :-
Name of the bidder :-
Firm's Name :-

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.Ourliability under this Bank Guarantee shall not exceed` (Indian Rupees.....only).

b.ThisBank Guarantee shall be valid upto..... (date) and

c.Weare 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 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).

Yourstruly,

signatureand 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(H),
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