



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर(छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
www.aiimsraipur.edu.in

Inviting Short Tender Notice for procurement of General Surgical Instruments for Department of CTVS, at AIIMS Raipur.

Short Tender Notice

CRITICAL DATE SHEET

Short NIT No.	AIIMS/R/CS/CTVS/20/708/ST
Published Date	13-11-2020
Bid Document Download / Sale Start Date	13-11-2020, at 15.00 Hrs.
Bid Submission Start Date	16-11-2020, at 10.00 Hrs.
Bid Document Download End Date/ Bid Submission End Date	25-11-2020, at 15.00 Hrs.
\Bid Opening Date	27-11 -2020, at 15.30 Hrs.

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

General Terms & Conditions

1. Online Short Tender in two bid (technical & financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Raipur for Supply of “General Surgical Instruments as per specification given on **Annexure-I**”. Manual bids shall not be accepted.
2. **Tenderer / OEM must provide evidence of having supplied of the said item in government hospital /reputed private hospital organizations in India, latest copy of the purchase order should be uploaded.**
3. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, Technical Approved, GST registration.
4. **Delivery:** The successful bidder should strictly adhere to the specified delivery schedule and commissioning should be effected **within 15 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. Liquidation Damages may also be imposed as per clause no.6. Purchase order will be placed as per requirement of the consignee.
5. **Penalty:** If the suppliers fails to deliver and place any or all the Equipment 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. **Validity of the bids:** The bids shall be valid for a period of **90 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. **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 one 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 its option to terminate the contract.
8. **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.
 - i. 100% payment of the Purchase Order value shall be paid on receipt and acceptance of goods in good condition at the consignee premises 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:
 - ii. Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
 - iii. Two copies of packing list identifying contents of each package.
 - iv. Consignee receipt certificate in original issued by the authorised representative of the consignee.
9. **GST:** GST rates applicable on the quoted item may please be mentioned in the bid documents. It confirms if there is any (Upward/Reduction) in the Basic Price structure. And you are also 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”.

10. 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 / OEM 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 afterwards.
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 their own cost.

11. **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.
12. **Option Clause:** The purchaser retains the right to place the orders for an additional 30% of the contracted quantity at the same rate and with the same specification within a period of one year.
13. **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.
14. **AIIMS Raipur reserved the rights to place order for full or part quantity to one or more firm.**
15. **All essential certificates must be uploaded with the technical bid.**
16. **Warranty Declaration:** Suppliers must give onsite warranty for **01 year** from the date of successful supply of item/equipment against manufacturing defects. If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). The warranty charges shall not be quoted separately otherwise the bid shall be summarily rejected.

- a. The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b. All the equipment's including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables except single used consumable) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
- c. 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.
- d. The Supplier warrants that the Goods supplied under this Contract are of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- e. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the contract.

17. L1 will be decided on total value of all items inclusive of tax and warranty.

Stores Officer (CS)
AIIMS, Raipur (CG)

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) The GST registration details may please be furnished.
- e) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded
- f) "Declaration by the Bidder" (Form B) should be uploaded as mentioned in tender document should be uploaded.
- g) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- h) Vendor Details duly filled by bidder (Form A) should be uploaded.
- i) Technical Specifications Compliance Report.
- j) Purchase order previously supply if any for these items to any government/ reputed private organization. A certificate on letter head that the quoted the price is not higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past.

PRICE BID

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

Form A

Vendor Details

Name	
Aadhaar No. (if any)	
PAN	
GST.NO.	
Address	
City	
State	
Pincode	
Mobile No.	
Phone No.	
E-mail	
Bank Name	
Bank A/c No.	

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

Specification of General Surgical Instruments

S. No.	Specification	Qty.	Offered Specification	Specify Technically Complied/Not Complied / if any Deviations
A	General Surgical Instrument Set 1. All instruments should be of Medical grade steel (SS304). 2. All instruments should be seamless, rust free. 3. All instruments should be antiglare and mat finish. 4. They should be easy to Handle, clean and sterilize. 5. All surgical instruments should be CE/& WHO-GMP certified. Certificate should be necessarily provided with bid. 6. All instruments should be manufacture by ISO 9001:2015,ISO 13485:2016 and ISO 7153-1-2016, ISO 14001-2015, OHAS 18001-2007 certified company. 7. The hardness of the instruments concerning the lengths and Brans are demanded. 8. Laser marking along with catalogue code & QR code should be on the instruments. 9. No rates should quoted on this catalogue. 10. All surgical instruments should be FDA compliance/registered. 11. All instruments should be reflection free for better vision & long lasting due to high surface hardness, lightweight & user friendly. 12. The inserts of tungsten carbide instruments should be laser welded not soldered. 13. Guaranty/ Warranty for 1 Year. 14. All instruments must be quoted by bidders as a complete set. L1 will be decided on total value of quoted instrument.	--		
1.	Double blade sternal retractor (small)	2		
2.	Double blade sternal retractor (medium)	3		
3.	Double blade sternal retractor (large)	2		
4.	Right angle (Fine Tip) 6 Inch	3		
5.	Mastriod retractor (small)	2		
6.	Mastriod retractor (Adult) breakable	2		
7.	Russian forcep 8 Inch (Long)	2		
8.	Mayo scissors heavy curved 6 Inch	4		
9.	Mayo scissors heavy Straight 7 Inch	4		
10.	Metazabaum scissors TC Handle small 7 Inch	6		
11.	Metazabaum scissors TC Handle small 9 Inch	6		
12.	Golden Serrated forcep (diamond dust) small 7	3		
13.	Golden Serrated forcep (diamond dust) small 8	3		
14.	Tooth forcep (fine) 7 Inch	3		
15.	Eye lid retractor (long)	6		

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 Enrollment" 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.