



Expression of Interest (EOI)

For

Supply & Installation of “Robotic Surgery System with Accessories Set” on Lease/Rental Basis for All India Institute of Medical Sciences, Raipur

AIIMS Raipur is one of the SIX AIIMS healthcare institutes being established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). With the aim of correcting regional imbalances in quality tertiary level healthcare in the country, and attaining self-sufficiency in graduate and postgraduate medical education and training the PMSSY planned to set up 6 new AIIMS like institutions in underserved areas of the country. AIIMS Raipur is one of the SIX AIIMS healthcare institutes being established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY).

DISCLAIMER

The information contained in this Expression of Interest document (EOI) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Institute or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this expression of interest document (EOI) and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Institute to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI (the “Application”). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Institute in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Institute also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

The Institute may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that the Institute is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Institute reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Institute or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Institute shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

- A. AIIMS, Raipur, proposes to set up a state of the art **“Robotic Surgery System with Accessories Set”** in its premises. The key objective is to provide access to high quality Robotic Surgery System with Accessories Set under PPP mode at low pricing to the population of Raipur and adjacent districts of Odisha at an affordable cost to poor and other identified patients.

AIIMS, Raipur (the “Institute”) has decided to provide Robotic Surgery Set services through Opex model. The Project comprises of setting up of Robotic Surgery System with Accessories Set facility in the premises of AIIMS Raipur at place identified by the institute for which concession would be granted to the selected Bidder for development-transfer back of the Robotic Surgery System with Accessories Set facility. The Institute intends to award the Project to suitable Applicants (the “Bidders”) through an open competitive process in accordance with the procedure set out herein.

- B. The selected Bidder (the “Concessionaire”) shall be responsible for Development (Where “Development” means financing, design, build, equip, operate, maintain and manage the Robotic Surgery System with Accessories Set unit) and transfer of this Robotic Surgery System with Accessories Set center under and in accordance with the provisions of a concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Institute in the form provided by the Institute as part of the bidding documents to be issued to the short-listed applicants in the Bid Stage.
- C. The scope of work will broadly include developing Robotic Surgery System with Accessories Set center entailing financing, designing, building, equipping, operating, maintaining and managing such a facility thereof.
- D. The assessment of Project costs will have to be made by the Bidders.
- E. The Institute shall receive Applications pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Institute, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause for submission of Applications (the “Application Due Date”).

Brief description/ instructions of Bidding Process

1. The Institute has adopted an open competitive process a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidders for award of the Robotic Surgery System with Accessories Set center envisaged under the Project. The first stage (the "Qualification and Request for Detailed Proposal (RFP) Stage") of the process involves qualification (the “Qualification”) of interested parties/ consortia who make an Application in accordance with the provisions of this EOI (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium) and submission of a detailed proposal for the project. At the end of this stage, the Institute expects to announce a short-list of all suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage").
2. In the Qualification Stage, Applicants would be required to furnish all the information specified in this EOI. Only those Applicants that are pre-qualified and short-listed by the Institute shall be invited to submit their Bids for the Project. The Applicants are advised to visit the sites and familiarize themselves with the Project. The Application shall be valid for a period of not less than 180 days from the date specified in Clause for submission of application (the “Application Due Date”).
3. In the Bid Stage, the Bidders will be called upon to submit their technical and financial offers (the "Bids") for the Project in accordance with the RFP and other documents to be provided by the Institute (collectively the "Bidding Documents"). An appropriate procedure shall be prescribed by the Institute for bidding and evaluation of the bids.
4. Applicants and Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Applications / Bids for award of the Project.

EOI/AIIMS/RPR/ROBOTIC SURGERY SYSTEM/VARIOUS DEPARTMENT/2023-2024

5. As part of the Bidding Documents, the Institute will provide a draft Concession Agreement and other information relevant to the Project available with it.
6. Bids will be invited in the second stage as per the conditions which shall be specified in the Bidding documents. The concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents.
7. The Concessionaire shall be entitled to levy and charge a pre-determined user fee, as per the provisions of the same described in the Bidding Documents during the Bid Stage.
8. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
9. Any queries or request for additional information/ queries concerning this EOI shall be submitted in writing via post and/or e-mail to the Institute.
10. Online EOI in Two bids (Technical and Financial) is invited on behalf of Director, All India Institute of Medical Sciences, Raipur for providing of “**Robotic Surgery System with Accessories Set**” for **07 Years Lease/ Rental Basis** for Department of Various Department at AIIMS, Manual bids shall not be accepted.
11. Tenderer who has downloaded the EOI 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 EOI form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, bid shall be completely rejected and tenderer is liable to be banned from doing business with AIIMS Raipur
12. **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>**
13. EOI 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.
14. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>
15. **Manual bid shall not be accepted in any circumstance.**
16. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.

CRITICAL DATE SHEET

Published Date	27-04-2023
Pre bid meeting	05-05-2023, at 16.00 pm
Bid Document Download Start Date	12-05-2023, at 09.00 am
Bid Submission start Date	12-05-2023, at 09.00 am
Bid Submission End Date	05-06-2023, at 06.55 pm
Bid Opening Date	08-06-2023, at 03.30 pm

ANNEXURE-I

GENERAL CONDITIONS TO THE TENDERER (EOI)

1. **Please read the terms and conditions before filling the tender form.**
2. Bidder must assess business before participating in tender.
3. Each paper of the tender document must be signed by the tenderer with seal of Agency/Firm and pages numbered.
4. Bidder will be abiding by all the terms and conditions of tender document. An undertaking as per Annexure-III should be submitted in this regard.
5. PRICE BID OF ONLY THOSE TENDERERS WHO ARE FOUND TO BE QUALIFIED IN PREQUALIFICATION WILL BE OPENED.
6. All the documents of the firm and details of scan center uploaded by the tenderer should bear the same name and address.
7. **EARNEST MONEY DEPOSIT:** The declaration of EMD exemption is attached on Annexure II. It must be uploaded on the letterhead of the tenderer.

Nos.	Name of the Item	Qty.	Unit	EMD Amount
1	Robotic Surgery System with Accessories Set on Opex Model for 7 Years	01.	Set	As per Annexure D

8. The successful bidder shall be required to furnish a performance security within 15 days of receipt of 'Letter of Award' for an amount of **1 Crore** (as the Institute will develop in a phased manner over a period of seven years), in the form of a Fixed Deposit Receipt/ Bank guarantee/DD from a nationalized or commercial bank in favor of AIIMS Raipur. The Performance Security shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security, shall also be extended by the bidder accordingly.
9. No service charges will be given to the agency for providing scanning services to the Institute.
10. Income Tax will be deducted as per Government Guidelines.
11. Payment and accounting: See details in Annexure-II (General Conditions of Contract)
12. Profit sharing - See details in Annexure-II (General Conditions of Contract)
13. **The contract will be awarded initially for a period of 5 (five) years, extendable for further two years on the same terms and conditions, on mutual consent of both parties and the satisfactory performance of the service provider or till the finalization of the centralized tender by MOHFW, Govt. Of India (PMSSY Division).**
14. AIIMS Raipur reserves all rights to reject one or all the proposals without assigning any reason thereof.
15. If the Successful Bidder fails to provide the facility of Opex model or comply with all the terms & conditions of the EOI within the time period(s) specified in the contract, Purchaser shall, without prejudice to its other remedies under the contract, at the risk and cost of the Successful Bidder terminate the Contract and engage the next lowest bidder.

PREQUALIFICATION BID (PART-1)

Documents required for prequalification bid

1. Scanned Copy of EMD declaration document must be uploaded (As per annexure-D).
2. Latest/Current money receipt of accreditation Fee for Registration /Renewal.
3. Undertaking on non-judicial stamp paper of Rs 100/- as per Annexure-III. Original Undertaking should be submitted along with bid document.
4. Partnership deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with authorization letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract.
5. Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/ Supplier/trader relevant document should be uploaded.
6. In case of Distributor/Dealer/Supplier must upload EOI specific authorization certificate from OEM/ manufacturer.
7. In case of Distributor/Dealer/Supplier must upload Manufacture/OEM's annual turnover & balance sheet of last three year duly certified by CA as mentioned in EOI. **Manufacture/OEM** should be registered and should have average annual turnover at least **40 Cr** in the last three financial years. Copies of authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years should be uploaded. In case of Dealer/Distributor/Supplier haven't minimum annual turnover they should submitted Manufacture/OEM authenticated balance sheet & Profit & loss A/c/Income Expenditure for last three financial years.
8. Copy of PAN Card **should be uploaded**
9. Firm/Company registration certificate should be uploaded
10. The GST registration details may be furnished
11. Income Tax Return of last three years should be uploaded
12. 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 minimum 03 Govt. Institute/07 organizations as per the **Annexure C.** (Bidder/OEM/Manufacturer).
13. "Declaration by the Bidder" as mentioned in EOI document should be uploaded.
14. **The firm must be submitted offer of quality product/ item along with detailed technical specification.**
15. *Technical specification compliance report* should be uploaded. If any deviation is there, in reference to the bid specification, with their quoted specification, it should be clearly stated. Otherwise the bid should be treated non responsive& no further intimation can be entertained (if applicable).
16. Have you previously supplied these items to any government/ reputed private organization/institution? 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/Organization/reputed Private Organization or DGS&D rate in recent past.
17. The **Manufacture/OEM/Dealer/Distributor** not have been black-listed, debarred or suspended by any Central/ State Government/ Public Sector Undertaking, Govt. of India, Supreme Court/ High Court or any lower court within the last three (03) immediately-preceding years and should not have faced litigation that may have an impact on the delivery of services. (An Undertaking on the Letter Head of the firm duly signed & stamped by Authorized Signatory to be submitted at the time of application).

PRICE BID

- (a) Price bid in the form of BOQ_XXXX.xls.
- (b) CMC Sheet.
- (c) **List of consumables & Accessories in format enclosed of PDF as per annexure-A**

PRICE BID (PART-2)

1. Bidder should submit in the financial/price bid online in BOQ_XXXX.xls.
2. The contract will be awarded to the bidder on the basis of total of lease rental for 07 year + ownership transfer cost + CMC price of 05 Yr after transfer of ownership. Decision of institute will be final and binding in this regard. Nothing extra on any account shall be borne by the Institute.
3. The bidder has to submit the information's in the following table format.

Bidder Name/Company name	Description	Qty.	Unit Price in Rs.	GST in%	Total Cost in Rs.
	Monthly Rent	84			
	Transfer Cost after 84 Month	1			
	05 Yr CMC cost after 07 Yr Rent	5			

Note:

1. The Bidder is required to submit name and cost of consumable required for surgery along with pack size in the format enclosed herewith as per annexure-A
2. Institute does not commit any minimum number of surgery per month. Surgery volume will depend on the requirement, financial resources available and agency performance.

ANNEXURE-II

General Conditions of Contract (GCC)

2. Any person who is in Government service or an employee of the department should not be a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
3. The Robotic Surgical System should be made fully operational maximum by 18 weeks (including lab furnishing, installation of equipment's) as the hospital is going to function soon.
4. The report/surgery should contain the name of AIIMS Raipur.
5. The data generated through the Robotic Surgery covered in this contract will be the intellectual property of the AIIMS Raipur.
6. The disposal of the biomedical waste generated during surgery in the hospital should be done as per State Pollution Control Committee and will be the responsibility of the Bidder.
7. The Robotic Surgical System must continue to remain accredited during the term/tenure of the contract. If accreditation is cancelled during the contract period, his contract will also be cancelled without any notice.
8. The Tenderer will submit an undertaking that the charges quoted are not higher than they have quoted in any Government Hospital.
9. In every case in which by virtue of the provisions of the Workman's Compensation Act, the Government of India if obliged to pay compensation to such person employed by the bidder in execution of the work, the Institute/Government will be entitled to recover from the Tenderer the amount of compensation so paid.
10. The Tenderer shall indemnify the Department against all other damages/charges and expenses for which the Government may be held liable or pay on account of the negligence of the Tenderer or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
11. The contract will be awarded initially for a period of five years extendable for further two years on the same terms & conditions, on mutual consent of both the parties and satisfactory performance of the bidder.
12. The Director, AIIMS reserves the right to terminate the contract without assigning any reason by giving to the bidder one calendar months' notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right of remedy that may be accrued to other party by reason of any incident which of any terms thereof. Such notice may be signed on behalf of Director, AIIMS.
13. If any information documents furnished by Bidder are found to be incorrect/fake/forged at any time, the contract shall be terminated without any notice and the Performance Security will be forfeited.
14. In case the Tenderer fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and condition of the contract, Director, AIIMS, reserves the right to impose the penalty as detailed below :-
 - i. 2% of the expected expenditure per week, up to 4 weeks.
 - ii. After 4 weeks, Director, AIIMS, reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting bidder will be black listed and attract penal action as per clause stated in (i) above and difference if any, will be recovered from the bidder.
 - iii. The Performance Security deposited by the Agency will be forfeited.
15. The tenderer shall clearly specify whether tender is submitted on behalf of his own or on behalf of a partnership firm or company. In case the tender is submitted on behalf of partnership firm or company, the tenderer should enclose the certified Copy of Partnership Deed (in case of Partnership Firm) or copy of Memorandum of Association (in case of Company) along with Authorization Letter to sign/participate in the tender and also to deal with the Hospital Authorities after award of contract. No partnership deed will be accepted after submission of Tender bid. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person of the firms as the case may be in all matters pertaining to the contract including arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the Government may, without prejudice to other civil and criminal remedies cancel the contract and hold the

signatory liable to all costs and damages. In case of registered/unregistered Partnership Firm, all the partners should sign quotations.

16. The firm has to maintain all the relevant records, registers and documents are required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies/Govt. bodies as per the existing rules or as amended from time to time.
17. In case of any violation of statutory provision under Labour laws/BMW rules or otherwise on behalf of the bidder, there will not be any liability on Hospital Authority.
18. In the event of any dispute arising in connection with the interpretation of any clause in the terms and condition of contract, agreement, or otherwise the matter shall be referred to the Director AIIMS Raipur.
19. If any complaint of misbehaviour and misconduct comes into the knowledge of the Director then all such responsibility shall be of the bidder. He will responsible to make good for the losses so suffered by the department.
20. That the firm will be responsible for any type of statutory/mandatory claims or penalties arising out of default in results of surgery.
21. The department shall not be liable to provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the Hospital at any time.
22. The firm shall, for providing proper services, ensure the following :-
 - i. Daily worksheet is to be prepared which should tally with results, Missing report of investigation will have to be made available by tenderer at its own cost/effort within reasonable time without inconvenience to patient.
 - ii. That its staff does not smoke at the place of work.
 - iii. That any specific task related to Lab Investigations assigned to the Robotic Surgical System by the Medical Superintendent or any officer authorized by him is carried out by the bidder diligently and well in time.
 - iv. That any dispute/difference arising out or relating to this contract including the interpretation of the terms will be resolved through discussion and if not so then the matter may be referred to the Director, AIIMS Raipur.
23. The firm shall seek instruction from Director for the purpose, hereinafter referred to as Authorized Officer.
24. The firm shall also be full responsible for any loss of materials and property etc. of the institute attributable to the negligence or failure in complying with the prescribed procedure. All such losses suffered by the Hospital/institute on this are compensated in full by the firm.
25. The firm shall submit the complete documents of the staff deployed for robotic surgery services in the Robotic Surgery which will include Name, Age, Sex, Address, Qualification, Experience Certificate, Medical Fitness, recent photographs, duly attested by the incharge Robotic surgery.
26. The Institute reserves the right to change the place of duty for robotic surgery services and also has the right to ask for replacement if a particular Staff is not found to be carrying out the functions satisfactorily. The agency will be bound to replace the same with in the time period assigned by the Institute authorities.
27. The Director reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality, Director further reserves the right to get the work done through some other agencies. Firm will be black listed in the department for a period of four years from participation in such type of tender & his earnest money/performance security may also be forfeited if so warranted.
28. **Billing Mechanism:-**
 - i. Consumable quoted in annexure-A will be updated in Hospital Management Information System (HMIS) CDAC software at the rates finalized in tender.
 - ii. Payment will be made by patients on cash counter of Institute and they will deposit the payment receipt to department i.e. ward/ICU/OTs.
 - iii. The Technician/Staff of department i.e. ward/ICU/OTs to be maintained records of receipt generated through (HMIS) CDAC software.
 - iv. Ayushman for patients covered under Ayushman Bharat scheme BPL, EHS or any other non-chargeable category same process will be followed. However in these cases payment will be done by AIIMS, Raipur.
 - v. At the end month/quarter the company will collect all the receipts and will submit it along with machine generated counter report and invoice for payment to department.

vi. After due verification all the documents will be forwarded along with the bill for payment by the HOD/Incharge.

29. Payment & accounting of consumable required for surgery:

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

- a) Payments for IPD patients will be made at the end of the monthly/ quarterly by the institute.
- b) Payment to the service provider (vendor) will be made by the institute after deducting 5% of the net collection of total amount billing done to patients against use of consumables in favour of the institute as license Fee.
- c) Payment of lease/rent will be done on monthly basis. TDS if any, applicable will be deducted as per applicable rule.

30. GST (if applicable) will be paid to the vendor after showing the deposit receipt of the previous month.

31. LIABILITY OF BIDDER:

- a) The institute shall not be responsible financially or otherwise for any injury & accident to the deployed staff in the course of performing the duty.
- b) The firm shall be liable to make alternate arrangements in case of the absence of any staff deployed for surgery. Similarly, the bidder shall have to make alternate arrangements in case of the weekly off. No short leave or meal relief will be permitted to the surgery staff deployed unless the bidder provided suitable substitute without any extra payment. The bidder has to keep sufficient number of leave reserves.
- c) In the event of any breach/violation or contravention of any terms and conditions by the surgery, the said performance security shall be forfeited.
- d) The Department reserves the right to cancel/reject in full or part of the tender when tenderer does not fulfil the conditions stipulated in the documents.
- e) Tenderer submitting a tender will accept all the terms and conditions of the tender.
- f) Any act on the part of the tenderer to influence anybody in the institute is liable for rejection of his tender.
- g) The agency will have to arrange the Robotic Surgical System surgery Services as per the requirement of hospital authorities. The collection of samples will be strictly as per the guidelines of accreditation and direction of Hospital and relevant BMW rules.
- h) The tenderer shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract agreement and an undertaking as per the enclosed Performa.
- i) The tender will have to comply with all relevant rules/Acts including the provision of the Minimum Wages Act. 1948, the Contract Labour (R & A) Act, 1970 and other legal and statutory requirements, wherever applicable.
- j) Every worker/Staff appointed by the bidder for surgery shall wear the prescribed uniform. The Agency will issue Identity Card and a badge bearing his/her name and designation to the worker, which the worker should wear while on duty. The said uniform, Identity Card and badge shall be provided by the contractor at his own cost. The color of uniform will be decided by hospital authorities and will be intimated to the bidder at the time of assignment of order.
- k) That the agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission.
- l) The agency will not change any deputed worker during the contract without written information of the Hospital Authority.
- m) The agency will appoint a qualified PRO/Manager for coordination between the agency and the Hospital Authorities and should also deal with the public grievances on behalf of agency.
- n) That the agency staff shall work under overall supervision and direction of the Director.

- o. That the agency shall also be responsible to provide all the benefits viz. P.F., ESI, Bonus, Gratuity, Leave etc., to eligible staff engaged by the Robotic surgery as per relevant rules.
- p. That the agency will depute only those persons whose antecedents has been verified by the agency and Police.
- q. The Hospital Authorities shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his duties.
- r. The agency staff shall carry out such other duties in the event of fire or any other natural calamities.
- s. The agency shall not engage any Sub-contractor or transfer the contract to any other person in any manner.
- t. Performance Evaluation:-
 - i. The Quality assurance of the Robotic Surgical System surgery Services should be ensured regularly by the user departments.
 - ii. The staff deployed for surgery will work under the Supervision of the Hospital Authority as per requirement.
 - iii. Appropriate records of all surgery carried out shall be maintained by the bidder at his own cost and will be handed over to the institute at the end of every month.
- u. Bidder will be fully responsible for any damage to the staff engaged by the bidder during duty hours, surgery or due to hazardous duty of the surgery etc.
- v. Bidder will deploy sufficiently trained staff for robotic surgery and will provide the relevant equipment along with gloves, sprit, alcohol, swab, vacutainer, needle destroyer, disinfection solution etc. The bidder will also provide stationary for carrying out these surgery.

32. Penalty clause:

- The agency shall be bound to observe all the instructions issued by the institute concerning general discipline and behavior. In case any person employed by the bidder is inefficient, quarrelsome, infirm and invalid or indulges in unlawful activities or the like, the bidder shall replace such person with a suitable substitute at the request of the department in light of the provisions referred above. In addition to above, penalties as detailed below can also be imposed on the bidder by the hospital authorities and will be recovered from the monthly bill of the contract period.
 - 1. For misbehaving with patients, officers, staff of institute - Rs.5000/per default.
 - 2. For non-wearing of proper uniform, badge, ID card: Rs.1000/per default.
 - 3. For causing nuisance/ damage to the hospital properties etc. - Three times the market value of such property or Rs. 5000/ whichever is higher.

33. **Agreement:** Successful bidder shall submit Rs.100/ non-judicial stamp paper for preparing a contract agreement.

34. Scope of Work:

A. Part Of AIIMS Raipur:

- i. Space availability.
- ii. Electricity.
- iii. Integration of Equipment with currently running Hospital Management Information System (HMIS) CDAC software.
- iv. Manpower for performing surgery.

B. On Part of Vendor

- i. The scope of services includes supply, Installation, of the Robotic Surgery System with Accessories Set for a period of 7 years.
- ii. The bidder shall comprehensively maintain the equipment for the entire contract of Robotic Surgery System with Accessories Set Services through OPEX model.
- iii. The vendor should provide a list of Instruments, consumables and accessories available for the use of the system. Institute may increase the quantity of instruments accessories & reusable at the time of supply.

- iv. The applicant should furnish the details of Eligible Experience for the last 03 financial years immediately preceding the Application Due Date.
- v. The Applicants must provide the necessary information relating to Technical Capacity as per format.
- vi. The Applicant should furnish the required information and evidence in support of its claim of Technical Capacity.
- vii. The Applicants must provide the manpower during the contract period.

35. SPECIFICATIONS/ TECHNICAL COMPLIANCE STATEMENT:

The firm must be submitted offer of quality product/ item along with detailed technical specification.

36. OTHER REQUIRMENTS:-

- a. System should be quoted with Performance surgery/Certificate of Last 3 Years by Various user/users form Government Institutions of India
- b. The Vendor should have a Training Centre in India
- c. Firm should avail technical support staff within 24 hrs upon receipt of breakdown, to take action regarding repair or replace of defective equipment/parts. The cost of repair/replacement shall be borne by the suppliers
- d. Application support, engineering support, bi-directional interfacing, machine downtime (24 hrs) including wear and tear of parts and preventive maintenance kit or parts according to schedule, training, validation tests, demonstration are to be provided free of cost by the bidder
- e. The Bidder shall be a sole provider (Company/Society/Trust) or a group of companies coming together as Consortium to implement the Project. The bidder cannot be an individual or group of individuals. The Service provider should be registered as a legal entity such as company registered under Companies Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/state/ country. A bidder cannot bid both as a sole provider as well as a partner in a consortium
- f. The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered
- g. The supplier will have to undertake that they will provide/ assign of professional and technical staff with specialized knowledge, skills, and practical experience as per the requirement and special needs of operations. This assignment can be done based on mutual agreement for total contract period. The assigned staff normally works under the Institute supervision
- h. The Bidder shall have adequate experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per Performa. Users' certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Purchaser as to whether the assignment is similar or not and whether the bidders possess adequate experience or not, shall be final and binding on the bidders.)
- i. The determination will take into account the Bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- j. The Purchaser reserves the right to negotiate with the lowest evaluated responsive bidder.

37. ADDITIONAL TERMS & CONDITION:

- A. **Surgeon Training:** 14 surgeons nominated in a phased manner by the Institution Head shall be trained and certified by the vendor for using the system to perform robot assisted surgeries. The duration of the training and the training method shall be as per international norms at an authorised training centre.
- B. **OT Staff training:** A set of OT Staff such as Nurses and OT technicians and Biomedical staff shall be trained by the vendor for handling the system covering powering on, moving and positioning the system and observing the system for right function and errors if any etc. The training method and duration shall be outlined by the vendor. There may be multiple bathes of OT staff required to be trained over a period of time.

C. **INSTRUMENTS, CONSUMABLES & ACCESSORIES:** The vendor should provide a list of Instruments, consumables and accessories available for the use of the system for 250 surgeries suitable for the capabilities of the system. Institute may increase the Quantity of Instruments Accessories & Reusable at the time of Purchase.

D. **ENVIRONMENT AND POWER:** All equipment shall be capable of working on 230 V AC, +/-5%, 50 Hz Power supply. The system shall be capable of working between 22 to 30Deg C air-conditioned environment.

E. **MANDATORY TERMS & CONDITIONS:**

- The Vendor will perform a detailed Pre-Site Survey of the Operation Theatre/Institute and will submit a Detailed report of the same within 15/30 Days of the Tender Submission to inform/update the Institution about all the auxiliary equipment/s & other requirements if any, necessary for full functioning of the device and its unhindered use for surgery.
- System should be quoted with Performance Report/Certificate of Last 3 Years by Various user/users form Government Institutions of India.
- The Vendor should have a Training Centre in India.
- The Vendor should be asked for rate of consumable required for approx. 250 surgery yearly.
- The robotic system should have USGDA/ CE / BIS approval.

F. **External Accessories: :**

- Ultrasonic Cleaner , Ultrasonic Frequency-38 kHz or greater, Power Density-13W/Litre or greater (Ultrasonic power output/internal tank volume), Tank size should be large enough to fully submerge instruments with at least 1inch(25mm) clearance around all instrument, the tank length should be a minimum of 28 Inch (712mm).
- Instrument sterilization trays for robotic instruments
- H2O2 gas plasma sterilizer: Capable of standard cycle and express cycle, Maximum temperature-Less than 55 degrees, Free standing with built in wheels for mobility, Should be compatible with da Vinci Xi endoscopes

38. **Inspection:** The Lessor may at any time during the Lease/rental Period may inspect the Equipment provided by the Lessor within at least 48 hours written notice. For such purpose, the Lessee will ensure that the Lessor and its authorized representatives have access to the Equipment and the premises at which the Equipment is located and to the records (including books of accounts) relating to the Equipment, during normal business hours. The Lessee will keep proper accounts of all its dealings in relation to the Equipment and deliver to the Lessor any such records when requested by the Lessor.

39. **Maintenance:** The Bidder will maintain the item for a period of seven years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 98% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful tenderer has to bear the loss incurred to the AIIMS, Raipur.

40. **Contract Periods:** The contract for robotic surgery services (all surgery) shall be valid for a period of **Seven 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 **two or 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.

41. **Manpower:** - The supplier will have to undertake that they will provide/ assign of professional and technical staff with specialized knowledge, skills, and practical experience as per the requirement and special needs of operations. This assignment can be done based on mutual agreement for total contract period. The assigned staff normally works under the Institute supervision

42. **Shifting:** The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of AIIMS, Raipur, if the situation arises and whenever any further shifting takes place, it will be done by supplier/firm free of cost.

43. **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.

44. **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.
45. **Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Institute, 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.
46. **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.
47. **OWNERSHIP IN THE EQUIPMENT:**

The contractor will be the sole legal and beneficial owner of the Equipment and the Lessee will not do or permit to be done anything that could prejudice the rights of the Lessor in respect of the Equipment. The ownership in the Equipment will not for any reason pass to the Lessee except if, after the completion of the Lease/rental Period, or pursuant to provisions of the Lease/rental Agreement including end of lease/rental options, the Lessee purchases the Equipment from the Lessor under the applicable terms and conditions of the Lease/rental Agreement.

48. **TERMINATION CLAUSE:**

Any of the following events shall constitute an event of default by the bidder entitling Institute to terminate this agreement:

- a. If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the Purchaser will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money Deposit or Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Purchaser.
- b. Failure to install the equipment in the Institute within time frame mentioned in the EOI and contract or
- c. Failure to comply with the statutory requirements necessary for installing the Equipment
- d. The terms of the agreement signed between the parties will mention the terms of termination applicable to the parties.

49. **FORCE MAJEURE :**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur may, at list option to terminate the contract.

50. **SUBLETTING OF CONTRACT:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The contract is non-transferable.
51. **INDEMNIFICATION CLAUSE:** The Supplier shall indemnify and hold harmless the Institute from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract.
52. **STANDARDS:** The goods supplied under this contract shall conform to the standards mentioned in SCHEDULE II and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.
53. **TECHNICAL DOCUMENTS:** Supplier shall furnish the following documents to the Purchaser, free of cost, in such number of copies as specified in the Contract.

- a. Instruction/Testing/Operation/Service manual, lubrication charts, load bearing details etc.
- b. Relevant Quality Certificates, of equipment.
- c. Catalogue and literature
- d. Any other related documents

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

55. **SETTLEMENT OF DISPUTES:**

The contract shall be deemed to have been concluded at Raipur and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in Raipur.

In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above. But if this be not acceptable to the supplier, then the disputes shall be settled in accordance with the provisions of the law of land.

The venue of arbitration shall be the place from where the contract is issued.

56. **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.

57. **ENTIRETY OF THE AGREEMENT:** All of the terms agreed to between the Service Provide and Institute will be included in the agreement and no other communication, proposal or understanding, written, oral or implied, will be considered to be included in the Contract or form part of the Contract between the Service Provide and Institute unless specifically agreed to in that behalf in writing between Service Provide and Institute.

58. **PERFORMANCE SECURITY DEPOSIT:**

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days and up to 60 days from the date of issue of LOA may be given by the competent Institute to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract . The failed contractor shall be debarred from participating in re-EOI (if any) for that item. The Performance security shall be denominated in Indian Rupees.
- b. Successful supplier/firm should submit Performance Security Deposit in favour of "AIIMS, Raipur" to be received in the Store Office, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the EOI documents, for an amount equal to **2 Crores**.
- c. The Performance Security Deposit should be established in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the Performance Security Deposit shall be for a period of 90 days beyond Contract Period.

59. *L-1 will be decided on the basis of total of lease rental for 07 year + ownership transfer cost + CMC price of 05 Year offer transfer of ownership. Decision of institute will be final and binding in this regard. Nothing extra on any account shall be borne by the Institute.*

ANNEXURE-I

FORMAT OF UNDERTAKING

(To be submitted on stamp paper of Rs. 100/-)

To
The Director,
AIIMS, Raipur (C.G)

1. I, the undersigned, certify that I have gone through all the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
3. I, the undersigned hereby bind myself to the Director, AIIMS Raipur, for outsourcing of robotic surgery services at AIIMS Raipur, during the period of contract .
4. Performance Security Money deposited by me/us viz, _____ pledge in favour of “AIIMS Raipur” shall remain in custody of Dy. Director (Admin.), AIIMS, Raipur and should remain valid for a period of 60 days beyond the date of completion of all contract obligations.
5. I, will be wholly responsible for outsourcing of robotic surgery Services of OPD&IPD patients, (except patients who are BPL card holders, EHS beneficiaries and tests for student's academic purpose) at AIIMS Raipur, and will ensure deployment of adequate persons to provide efficient service
6. There is no case/litigation pending against our Firm by any Govt. Agency regarding any services as on today. Further the robotic surgery system has not been blacklisted by any Government agency/department. II We also hereby certify that my/our robotic surgery system has not been blacklisted in the past by any Govt./Pvt. Institution.
7. I shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, and Gratuity as applicable from time to time of the workers employed for said services.
8. I shall be responsible for health and injury caused to the staff while on duty and also for the behaviour and conduct of the staff while on duty in this hospital.
9. I shall abide all the rules under Biomedical Waste Management Rules as per State Pollution Control Board/ committee.
10. Any damage to hospital property, if any, due to lapse on my part/my staff shall be recovered from me.
11. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit performance security.
12. In the event of my breach/violation of terms and conditions, the Competent Authority is at liberty to terminate my contract and forfeit the performance security money deposited by me.
13. That the firm has not been blacklisted/debarred from participating in tender by any Institution (Govt./Public).
14. The decision of Medical Superintendent will be binding upon me.
15. The conditions herein contained shall form part of and shall be taken as included in the agreement itself.

(SIGNATURE OF THE TENDERER WITH SEAL OF THE AGENCY)

EOI/AIIMS/RPR/ROBOTIC SURGERY SYSTEM/VARIOUS DEPARTMENT/2023-2024

9								
10								
Emergency Spares								
Sl No	Part No.	Description of Item	Unit	No. of times in surgery per instrument	Nos./Box	Unit Price	GST in %	Total Cost (Incl. Tax)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
Any other								
Sl No	Part No.	Description of Item	Unit	No. of times in surgery per instrument	Nos./Box	Unit Price	GST in %	Total Cost (Incl. Tax)

**Sr. Proc. Cum Stores Officer
AIIMS Raipur (CG)**

ANNEXURE – B**UNDERTAKING (On the Letter Head of the Firm)**

I/We hereby certify that in the last three years, neither this firm (Name: _____) nor any of its engaged lawyers/employees have been banned/ debarred/ suspended by Government of India/ any State Government/ Govt. agency, Supreme Court/ High Court or any lower Court within the last three years.

Signature (s) & Seal

Annexure- C**Format of Experience certificate**

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

Place:

Date:

(Signature of Bidder with seal)

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).

Annexure- D

It should be uploaded on letter head.

EMD Declaration Form

Date:

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

Ref: TENDER no. _____

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. fail or reuse to execute the contract, if required, **or**
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

Place:

(Signature of Bidder with seal)

Name of Bidder:

Seal:

Address:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To,
Sr. Proc. cum Stores Officer,
All India Institute of Medical Sciences, Raipur (C.G)

Dear Sir,

EOI No. : _____.

Equipment Name : _____.

1. 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 EOI for the above goods manufactured by us.
2. 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.
3. 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.
4. We hereby extend our full guarantee and warranty as per the conditions of EOI for the goods bided for supply against this EOI by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

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

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 EOI No.....Dt.....for complete installation, operation and maintenance of Robotic Surgery System with Accessories Set Services AND WHERE AS the said EOI document requires the supplier/firm(seller)whose EOI 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 1 Crore (Rupees One Crore only) which will be valid for entire contract period from the date of start of services, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of acceptance of the LOA.

NOW THIS BANK HERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in EOI document/supply 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 Rs. 1 Crore (Rupees One Crore Only).

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 EOI document/ supply order shall be final and binding.

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

Not with standing anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).
- b. This Bank Guarantee shall be valid upto..... (Date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

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,
Signature and seal of the Guarantor
Name of the Bank:
Complete Postal Address:

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

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

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 AIIMS, Raipur 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:

Date:

(Signature of Bidder with seal)

Name:

Seal:

Address:

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 Institute recognized by CCA India (e.g. Sify / n Code / e Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please/rental 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 EOIDOCUMENTS:

- 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 EOIID, 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 an EOI published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / EOI 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 EOI document.
- 3) The bidder should make a note of the unique EOIID 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 EOI document before submitting their bids.
- 2) Please/rental go through the EOI advertisement and the EOI document carefully to understand the documents required to be submitted as part of the bid. Please/rental 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 EOI 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 EOI document.
- 3) Bidder has to select the payment option as "offline" to pay the EOI fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the EOI 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 EOI 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 EOI 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 colored (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 EOI documents become readable only after the EOI opening by the authorized bid openers.
- 9) The uploaded EOI documents become readable only after the EOI 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 EOI document and the terms and conditions contained therein should be addressed to the EOI Inviting Institute for a EOI 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.