

(2nd Call)
Annual Rate Contract for Consumable Items for
Ophthalmology Department

At

All India Institute of Medical Sciences, Raipur

No.	DME Stage	Start Date & Time
1.	NIT No.	AIIMS-R/Store/Tender/RC/Consumable /Ophthalmology/2/2016
2.	NIT Issue Date	28-12-2016
3.	Pre-bid Meeting	16-01-2017 at 3:00 PM Venue: Committee Hall, 1 st Floor, Medical College Building, Gate no. 5, AIIMS, Raipur.
4.	Last Date of Submission	27-01-2017 at 3:00 PM
5.	Technical Bid Open	27-01-2017 at 3:30 PM Venue: Store Office, 2 nd Floor, Medical College Building, Gate no. 5, AIIMS, Raipur.
6.	Tender cost	₹ 5725/-
7.	EMD	Schedule wise EMD mentioned in next page



आरोग्यम् सुखं सम्पदा

All India Institute of Medical Sciences, Raipur

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

Tele: 0771- 2971307, email: store@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders**(2nd Call)****Notice Inviting Tender****“Annual Rate Contract for Consumable Items for Ophthalmology Department”**

All India Institute of Medical Sciences, Raipur, Chhattisgarh, being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for supply of the following item(s) at the institute. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

Schedule	Qty.	EMD	Experience	Turn Over
Schedule-A	As per the Schedule	₹ 332250.00	₹ 5537500.00	₹ 11075000.00
Schedule-B	As per the Schedule	₹117000.00	₹ 1950000.00	₹ 3900000.00
Schedule-C	As per the Schedule	₹15270.00	₹ 254500.00	₹509000.00
Schedule-D	As per the Schedule	₹9795.00	₹ 163250.00	₹ 326500.00
Schedule-E	As per the Schedule	₹6120.00	₹ 102000.00	₹ 204000.00
Schedule-F	As per the Schedule	₹11100.00	₹ 185000.00	₹ 370000.00

- Interested parties may send their tender in sealed cover addressed to the Store Officer, All India Institute of Medical Sciences, Tatibandh, Raipur superscripted with tender number and complete in all respects latest by **27-01-2017** up to 3:00 pm. The Technical Bid will be opened on the same day at 03.30 PM in the office of Store Officer, 2nd floor, Medical College Building, All India Institute of Medical Sciences, Raipur. The tenders received after the scheduled date and time will be rejected out rightly.
- The tender is in **Three-bid** system i.e.EMD in the form of DD/Bank Guarantee/FDR in the name of Account Officer, AIIMS Raipur, Technical Bid & Financial Bid .The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- The bidder should seal the technical bid and the financial bid in separate covers super scribed "**Technical bid for Annual Rate Contract for Consumable Items for Ophthalmology**" and "**Financial Bid for Annual Rate Contract for Consumable Items for Ophthalmology**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Annual Rate Contract for Consumable Items for Ophthalmology**". The 'Technical Bid' will be analyzed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.

4. Tender document may be downloaded from this Institute's official website <http://www.aiimsraipur.edu.in> or www.tenders.gov.in and the tenderer shall deposit a separate Bank Draft/ Pay Order/ Banker's cheque in favour of "All India Institute of Medical Sciences, Raipur" worth ₹ **5,725/- (Including VAT@14.5%)** along with tender Document (Technical Bid). The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid document is non-refundable.

**Stores Officer
AIIMS, Raipur**

Chapter-II- Conditions of Contract
General Terms and Conditions

1. Earnest Money:

Earnest money by means of a Pay Order/DD/BG/FD should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of Account officer "**All India Institute of Medical Sciences, Raipur**".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the ministry in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
- e) No interest shall be payable by the AIIMS RAIPUR in respect of such deposited Earnest Money.

2. Forfeiture of EMD

The Tenderer shall not revoke his tender or vary its terms and conditions without the consent of the AIIMS, RAIPUR during the validity period of Tender, failing which the Earnest Money deposited by it shall stand forfeited to the AIIMS RAIPUR without prejudice to its other rights and remedies and the tenderer shall be blacklisted to submit a tender to the AIIMS RAIPUR for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

If the successful tenderer does not pay the Performance Deposit in the prescribed time limit or fails to sign the agreement bond, The Earnest Money Deposit will be forfeited by the AIIMS RAIPUR.

3. Refund of Earnest Money

The Earnest Money of unsuccessful Tenderers shall be refunded after the successful Tenderer furnishes the required Performance Guarantee to the AIIMS RAIPUR and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of tender, whichever is earlier or cancellation of tender after opening of tender. No intimation shall be sent to the unsuccessful bidder.

4. Language of Tender / Contract

The language of the Tender shall be in English and all correspondence, drawings etc.

shall conform to English language.

5. Preparation and Submission of Tender:

- The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical bid for Annual Rate Contract for Consumables Items for IPD" and "Financial Bid for Annual Rate Contract for Consumable Items for IPD". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Annual Rate Contract for Consumables Items for IPD"
- Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letter head stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

6. Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

7. N.B.

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any

partner, the tender and all other related document must be signed by all partners of the firm.

iii. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

iv. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn.
NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

8. Opening of Tender

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

9. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

10. Right of acceptance:

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

11. Clarifications by Tenderer

Intending Tenderer will be allowed to seek clarification in specifications, Conditions of Contract, etc. in writing to AIIMS, RAIPUR, within 48 hours after the pre-bid meeting, AIIMS, RAIPUR will communicate such clarifications to all the intending Tenderers who have purchased the Tender Document from the AIIMS, RAIPUR, in writing before submission of tender via postal service. AIIMS RAIPUR will no way be responsible for any postal delay. The decision given by Director regarding any clarification will be final.

12. Communication of Acceptance / Right 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. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

13. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of contract amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "**All India Institute of Medical Sciences, Raipur**" **within 15 days from the date of issue of LOA**. In case of firm has failed to submit security deposit within above time period, risk purchase will be initiated at risk and cost of defaulter firm and EMD will be forfeited.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will be valid up to 60 days after completion of contractual obligations under the contract.

14. Delivery Period:

The successful bidders should strictly adhere to the following delivery schedule supply should be effected within **4 weeks** from the receipt 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.

15. Inspecting, Testing and Quality control

- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- ii. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- iii. Stage Inspection: The Supplier shall offer semi-finished product for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- iv. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual-finished sample for approval by the Inspector. The approval of Samples shall be in respect of workmanship and finishing and

shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or from the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contract or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.

- v. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.
- vi. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- vii. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- viii. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- ix. Goods accepted by the purchase/AIIMS, Raipur and/or its inspector at initial inspection and in final inspection in terms of the contract should in

no way dilute purchasers/AIIMS, Raipur's right to reject the same later.

- x. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or AIIMS, Raipur at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:-

- a. Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of **1 week** from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account and security deposit will be forfeited.
- b. Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d. The Inspector shall have the power:
 - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being accordance with particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
 - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

16. Demonstration

Suppliers need to provide adequate sample demonstration at AIIMS Raipur to the nominated person of AIIMS Raipur at their cost. AIIMS Raipur will not bear any training or living expenditure in this regard.

17. Liquidated Damages

The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the **bill @ 0.5%** of contract value per week subject to maximum **@10%** of delayed goods or services under the contract. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.

18. 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, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

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

19. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order 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.

20. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

21.Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

22.Right to call upon information regarding status of supply:

The AIIMS, Raipur will have the right to call upon information regarding status of supply position of items at any point of time.

23.Terms of payment:

1. The payment would be made for actual supply taken and no claim in this regard should be entertained. 100% payment will be made on receiving of goods in store satisfactorily with approved quality & ordered quantity.
2. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.
3. Tenderer should submit 03 invoice in original along with the packing list/delivery challan and other relevant documents (if required) on the time of payment.

OTHER TERMS & CONDITIONS OF THE TENDER:

1. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at FOR AIIMS Raipur.
2. All the rates should be mention in Indian national currency (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tenders will be cancelled straightway.
3. The offer should be computerized print only. Offers in pencil/Pen will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.

24.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.

25. Arbitration

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, AIIMS, Raipur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

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

Notwithstanding any reference to arbitration herein,(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.

26.Fall Clause

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers 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 price of tendered items is reduced or brought down by any law or Act of the Central or State Government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments 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 Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-
 - (a) Export by the supplier
 - (b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.

Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

“I/We certify that the stores of description identical to the store supplied to the AIIMS Raipur, under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS & D / Public Undertaking/ Autonomous Body under government during the period of the rate contract of AIIMS Raipur under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 19.”

**Stores Officer
AIIMS, Raipur**

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The firm should be registered and should have the turnover of atleast **amount which is mentioned in Page.No.2** of business in India the last three consecutive financial years.
2. The firm has to submit Balance Sheet & Profit & Loss A/c as a proof of turnover duly attested by C.A. documentary materials.
3. Tenderer must provide evidence of having supplied to at least 3 reputed government / reputed private organizations in India including at least one government institution & atleast **amount which is mentioned in Page.No.2** in the last three years.
4. The supplier shall submit on company/firm letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier. If such affidavit is not submitted, tender will be out rightly rejected.
5. The supplier shall submit company/firm letter head that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/ firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.
6. The tenderer can quote for either/all of the schedules mentioned in the bid. If the tenderer is quoting all the Schedules it has to include separate financial bid for each schedule in a separate envelope labeled with the respective schedule on the envelope. Price of the individual instrument/equipment in each schedule should be mentioned in the financial Bid of the quoted schedule, if not the bid for that schedule will be out rightly rejected.
7. Addenda/Corrigenda to this tender document, if issued, must be signed and submitted along with the tender documents.
8. AIIMS Raipur has reserves the right to modify/add any clause to the agreement during the period of contract, for any essential matter, on mutually agreed terms.
9. **AIIMS, Raipur also reserves the rights to accept all the items in the given tender or only part of it in any given schedule without assigning any reason.**
10. **The comparison of prices will be made schedule wise.**
11. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
12. Delivery of material should be made on working days from 9.00 AM to 5.00PM (Monday to Friday) and Saturday 9:00AM to 1:00 PM only.
13. Unloading of material will be arranged by supplier.
14. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
15. The rate quoted should be computerized print only against each quoted item.

- 16. Each bidder shall submit only one quotation.
- 17. Conditional Quotation(s) will not be accepted.
- 18. Tender Rate Contract period is one year, another one year will be extended of satisfactory performance.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

(In separate sealed Cover-I super scribed as “Technical Bid”)

S.No.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	Specify your firm / company is a manufactures / authorised dealer / distributor / Agency	Mention in Letter head		
3.	Name, Address & designation of the authorized person (Sole proprietor / partner / Director)	Mention in Letter head		
4.	Power of Attorney / authorization for signing the bid documents	Mention in Letter head		
5.	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least minimum amount mentioned in Page.no.2 amount in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from at least three institutions. 		
6.	The Average annual turnover of the bidder in the last three financial years should not be less than minimum value which is mentioned in Page no.2.	Copies of authenticated balance sheet for the past three financial years		
7.	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.	Undertaking authorization letter		
8.	Permanent Account Number	Copy of the PAN Card		
9.	Please attach copy of last three years of Income Tax Return			
10.	VAT Certificate	Copy of Certificate		
11.	VAT Clearance Certificate	Copy of Certificate		

S.No.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
12.	Authorization letter from the Manufacture in case of Dealer & Distributor.			
13.	Drug License from State Drug Authority			
14.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms & conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.		
15.	Please submit a Certificate on letter head that no case is pending with the police against the Proprietor / firm / partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.			
16.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a Certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.			
17.	Details of the FDR/DD/BG of bid security (EMD)	FDR/DD/BG No: Date: Payable at:		
18.	Wherever in the tender, approval from regulatory bodies: Indian (DGCI) or Foreign (US-FDA or European-(CE) is asked for, the firm must attach proof of certification for that item,failing which the tender for that particular item shall			

S.No.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
	be rejected out rightly.			
19.	Firm quoting for drug items must have good manufacturing practice (GMP) certificate issued by State Drug Controller in accordance with the WHO recommendation shortly called as WHO-GMP for the quoted items individually. The copy of certificate for individual items may be enclosed in the relevant schedule.			
	Schedule A - ₹ 332250.00	FDR/DD/BG No: Date: Payable at:		
	Schedule B - ₹ 117000.00	FDR/DD/BG No: Date: Payable at:		
	Schedule C - ₹ 15270.00	FDR/DD/BG No: Date: Payable at:		
	Schedule D - ₹ 9795.00	FDR/DD/BG No: Date: Payable at:		
	Schedule E - ₹ 6120.00	FDR/DD/BG No: Date: Payable at:		
	Schedule F - ₹ 11100.00	FDR/DD/BG No: Date: Payable at:		
20.	Detail of cost of Tender for 5,725/- (downloaded from website)	DD/Pay Order No. Date: Payable at-		

Note:

- i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- ii. In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Declaration by the Tenderer:

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address :

(2nd Call)

**“Annual Rate Contract for Procurement of Consumable Items for Ophthalmology
Department”
AIIMS, Raipur
FINANCIAL BID**

(In sealed Cover-II super scribed “Financial Bid”)

Schedule-A

S.No.	Name of Item	Size/Strength/ Specification	Unit	Unit Price in INR	Applic able Tax, if any	Unit Price with Tax
1	Intraocular lens (IOL) Non foldable Power range:17D to 25D	PMMA 6.5mm	Nos			
2	Intraocular lens (IOL) Non foldable Power range: 17D to 25D	PMMA 5.25mm	Nos			
3	Intraocular lens (IOL) Non foldable Power range: 17D to 25D	PMMA ACIOL	Nos			
4	Intraocular lens (IOL) Non foldable Power range: 17D to 25D	Hydrophobic acrylic 3 piece, US FDA Approved with 6.0mm usable optic	Nos			
5	Intraocular lens (IOL) Foldable Power range :- 5D to +5D	Hydrophobic Aspheric Acrylic IOL,US FDA approved	Nos			
6	Intraocular lens (IOL) Foldable Power range:17D to 25D	Hydrophobic Spheric Acrylic Single piece IOL with UV filter, US FDA approved	Nos			
7	Intraocular lens (IOL) Foldable Power range:17D to 25D	Hydrophobic Aspheric with Yellow Chromophore (Imported) US FDA Approved	Nos			

S.No.	Name of Item	Size/Strength/ Specification	Unit	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
8	Intraocular lens (IOL) Foldable Power range:- 17D to 25D	Hydrophilic Spheric Acrylic foldable IOL (Indian) /CE approved	Nos			
9	Intraocular lens (IOL) Foldable Power range: 17D to 25D	Hydrophilic Spheric Acrylic foldable IOL (Indian) /CE approved	Nos			
10	Intraocular lens (IOL) Foldable Power range: 17D to 25D	Hydrophilic Spheric Acrylic foldable IOL (Indian) /CE approved	Nos			
11	Scleral Fixated IOL		Nos			
12	Balanced Salt Solution only for ophthalmic Use	Inj.Balance Salt Solutions (Imported US FDA approved)	Nos			
13	Balanced Salt Solution only for ophthalmic Use	Inj.Balance Salt Solutions (Indian)	Nos			

Schedule-B

S.No.	Name of Item	Size/Strength/ Specification	Unit	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
1	Viscoelastics	Hydroxy propyl methyl cellulose 2% 5ml vial	Nos			
2	Viscoelastics	Sodium hyaluronate 1%	Nos			
		Sodium hyaluronate 1.4 %	Nos			
		Sodium hyaluronate 2.3 %	Nos			

S.No.	Name of Item	Size/Strength/ Specification	Unit	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
3	Viscoelastics (Healon)	Sodium hyaluronate admixture of 40mg sodium chondroitin sulphate & 30mg sodium hyaluronate (Imported US FDA approved)	Nos			

Schedule -C

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
1	Silicon sling for ptosis	Silicone rod for sling surgery 6.3cm x 0.9 mm steel needle with 40 cm silicone tubing with 7 mm sleeve	Nos			
2	Lacrimal intubation set	Probe length 11cm,diameter 0.6mm (23G),Silicon tube length 30cm with internal diameter 0.3mm & outer diameter 0.64 mm	Nos			
3	Conformer with multiple holes 20mm (right & left)	Box (50 Each)	Box			
	22mm (right & left)	Box (50 Each)	Box			
	26mm (right & left)	Box (50 Each)	Box			
4	Symblepharon ring 20mm,	Box (50 Each)	Box			
	22mm,	Box (50 Each)	Box			
	25mm	Box (50 Each)	Box			
5	Monocanalicular lacrimal stent		Nos			
6	Silicone orbital spheres 14mm (5 each)	Box (20 Each)	Box			
	16mm (5 each)	Box (20 Each)	Box			
	18mm (5 each)	Box (20 Each)	Box			

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
	20mm (5 each)	Box (20 Each)	Box			
7	Scleral ring-all sizes (Pediatric & Adult)	Box (20 Each)	Box			
8	Hydroxy appetite implants		Nos			

Schedule- D

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
1	Sterile eye pads		Nos			
2	Ear buds	Box (100 per box)	Box			
3	Eye drape with drainage pouch		Nos			
4	Phaecoemulsification trolley cover		Nos			
5	Skin marker pen		Nos			
6	Microsponge Surgical Spear	Lint free, 5 per pack	Box			

Schedule- E

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
1	Side port blade - Ophthalmic	15 Degree, Lance tip, Indian & US Fda approved	Nos			

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
2	MVR Knife-Ophthalmic	1.1mm, Indian & US FDA approved	Nos			
3	Ophthalmic Crescent	Tunnel blade angled,2.3mm, Indian & US FDA approved	Nos			
4	Ophthalmic Keratome	Angled blade,Size 2.2mm (500 each)	Box			
		2.8mm (500 each)	Box			
		3.2mm (500 each)	Box			
		5.2mm (500 Each)	Box			
		Indian & US FDA approved				

Schedule- F

S.No.	Name of Item	Size/Strength/ Specification	Qty	Unit Price in INR	Applicable Tax, if any	Unit Price with Tax
1	Capsulotension ring	Ring of Polymethylmethacrylate (preloaded in a disposable injector) suitable for implantation in the capsular bag. Different sizes (diameter) i. CTR with (single/ double eyelet) (Indian) - Ring of polymethyl methacrylate suitable for implantation in the capsular bag -Size: 11mm -Presence of an attached wing/ wings with eyelet on one	Box of 200 Units			

		side/on both sides ii. CTR- segments (Imported/Indian) -Should be polymethyl methacrylate -Overall length: 9.61mm/10.14mm -Covering approximately 1 quadrant				
2	Intraocular pupil expanders	- Should be of polymethylmethacrylate (PMMA) or silicon - Overall length 7.5 mm - Thickness : 0.15 - 0.6/0.9mm - Should have injector system to go through 2.8mm incision.	Box of 200 Units			
3	Iris Retractors (Imported/ Indian)	- Blue polypropylene - Both disposable and reusable options	Box of 200 Units			

Special terms and conditions:

- 1) Sealed tenders in bid system are invited on behalf of the Director, AIIMS, RAIPUR from interested and eligible manufacturer and their authorized distributors for supply of Items for IOL/Oculoplasty/ Glaucoma etc.
- 2) Tender should be addressed to the Director, All India Institute of Medical Sciences, Raipur, Chhattisgarh and submitted to the office of the Stores Officer, under sealed cover failing which the tender shall be rejected. Terms and conditions for supply invariably, be indicated otherwise would be taken on its face value. The rates may be quoted schedule wise on separate sheets failing which the tender(s) will be rejected.
- 3) Mixed quotations will not be considered for acceptance.
- 4) TENDER SHOULD BE SUBMITTED IN THREE BID SYSTEM CONTAINING THREE PARTS AS DETAILED BELOW:
 - PART – I EMD in the form of DD/ Bank Guarantee/ FDR in the name of Accounts Officer, AIIMS Raipur.

 - PART- II A. Technical bid in hard copy in one sealed cover schedule wise with samples.

PART – III

A. PRICE Bid/ Financial bid schedule wise in Hard copy in one(sealed cover in prescribed forma).

ALL THE SEALED ENVELOPES SHOULD THEN BE PUT IN ONE OUTERCOVER INDICATING THEREON:

i) Reference No. of the Tender

ii) Tender regarding

iii) Due date for submission of the tender:

iv) Due date for opening of the tender

v) Name of the firm

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE DOCUMENTS AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNICAL BID.

NOTE:- TENDERS SUBMITTED WITHOUT FOLLOWING THREE BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

- 5) If at anytime during the period of validity of the tender, the supplier reduces the prices to any other person/ organization/ institution at price lower than the price chargeable at AIIMS Raipur, he shall forthwith notify such reductions and the price payable for the stores shall stand correspondingly reduced.
- 6) No upward price revision would be acceptable whatsoever after the opening of the tender.
- 7) Only best quality, latest version/ model according to the specification should be quoted. 2 alternate offers for a single item will not be considered. A written undertaking from the firm that the item quoted is the latest generation and that no newer similar product has been launched in India. Failure to comply with this will lead to rejection of the tender. If any new version/ generation/ revision of the item is introduced in the market, it should be supplied instead of older version at same rate.
- 8) Samples or relevant literature/ original catalogue should be submitted along with the tender technical bid, failing which item would not be considered for technical evaluation. However, the firm must supply free of cost, properly labeled samples for items “if specifically asked for samples ” in various groups, failing which the tender for that item shall be rejected out rightly.
- 9) The samples which are opened and tested shall neither be retuned to the supplier nor will be adjusted in supplies of the firm.
- 10) The firms must submit a latest authorization letter in original from the parent/ principal company/ manufacturer without which the tender will not be considered.

- 11) This tender form cannot be sold/transferred to anybody who has not purchased the form.
- 12) Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser.
- 13) The person who gives his tender to the other person shall be debarred for next two years from dealing with the AIIMS, Raipur
- 14) The person who backs out for bidding will be debarred for next three years from dealing with the AIIMS, Raipur. Its earnest money shall also be forfeited.
- 15) The firm must specify clearly whether all the variations Sizes/ dimensions/ lengths/ diameters/ shapes as quoted in the specifications are met completely or partly.
- 16) The firms are encouraged to quote single price per item. In case it is not possible to quote single price due to variations in sizes/ dimensions, the firm should clearly specify it and quote all the prices.
- 17) The tenderer can quote for one item or more than one item in a particular schedule.
- 18) Mere approval of the items shall not be liable for the hospital for its procurement. No commitment is being given for any supply orders.
- 19) The items supplied by the firm nearing expiry and if not consumed will have to be replaced with longer expiry at suppliers cost. Slow moving items may be asked for replacement with other approved items, if desired.
- 20) Wherever in the tender, approval from regulatory bodies: Indian (DGCI) or foreign (US-FDA or European-CE) is asked for, the firm must attach proof of certification for that item, failing which the tender for that particular item shall be rejected out rightly.
- 21) The firm must adhere to guidelines issued by DGCI, Ministry of Health, Govt. of India whenever applicable.
- 22) The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'. Tender not confirming to this requirement shall be rejected and no correspondence will be entertained whatsoever.
- 23) The bid document should be paged and a certificate may be provided on the covering letter indicating the number of pages submitted along with the bid.
- 24) The compliance report of specification should invariably be provided indicating the fulfillment of each parameter of the specifications failing which the offer will be rejected.
- 25) The checklist may be furnished properly and page no. may be mentioned against each Serial Number.

- 26) THE FORWARDING LETTER/ UNDERTAKING DULY SIGNED SHOULD INVRIABLY BE RETURNED ALONGWITH QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.
- 27) The tenderer should be kept open/valid for a period of two years from the date of issue of Rate Contract
- 28) Any other statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof will be paid extra.
- 29) The Director, AIIMS Raipur reserves the right to cancel/ reject full or any part of the tender which do not fulfill the conditions stipulated in the tender.
- 30) Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- 31) TENDER MAY BE REJECTED IF THE COPY OF VALUE ADDED TAX (VAT) REGISTRATION IS NOT FURNISHED (IF APPLICABLE).
- 32) The tender shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government organization. The tenderer/ supplier has to submit a Certificate on letter head that there is no vigilance/ CBI case pending against the firm/ supplier and the firm has not been blacklisted in the past by any Govt. organization.
- 33) The firms have to quote for the items asked for only, quotations for other items not asked for, will not be considered.
- 34) (i) Firms quoting for drug items must have good manufacturing practice (GMP) certificate issued by State Drug Controller in accordance with the WHO recommendation shortly called as WHO-GMP for the quoted items individually. The copy of certificate for individual items may be enclosed in the relevant schedule.
- (ii) For newly introduced items the original manufacturer can be eligible provided the firm submits a certificate from the State Drug Controller/ Licensing Authority in support of the claim.
- (iii) The firm should preferably have minimum 2 years experience of manufacturing / marketing of the products duly certified by the State Drugs Controller. The firm has to provide the copy of certificate issued by authorized Chartered Accountant showing annual turnover.
- 35) The shelf life of the supplied items (shelf life: Difference of Date of manufacturing & date to expiry date) should be more than (3/4th) at the time of supply.
- 36) Supply should be executed within the date of delivery stipulated in the order, which is normally 30-45 days. If supply is not executed within this period without any genuine reason order will be cancelled with liquidated damages. Necessary action against such firms will be initiated as per AIIMS rules. In such cases the order will placed to the next lowest firm and claim of the defaulter firm will not considered for the purchase of this drug.

Liquidated damage clause: If the supplier fails to deliver or fails to perform the services within the time frame(s) incorporated in the contract the purchaser under the contract deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

- 37) Supplies will be preferably in a single batch but not in any case more than two batch except in emergency requirement.
- 38) The firm has to provide an undertaking that the items not utilized in the life period and breakage if any has to be replaced with fresh stock.
- 39) If a manufacturer stops manufacturing or supplying a particular implant the Vendor shall inform the Institute at least 1 (one) month ahead. The Vendor will have to make arrangement to supply the same for 1(one) month notice period.
- 40) The Institute shall be at liberty to terminate this contract by giving 30 days clear notice including but not limited to gross misconduct or without assigning any reason whatsoever. The tenderer may also terminate this contract by giving 30 days clear notice. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security deposit. Moreover, the tenderer will not be entitled for any compensation what so ever in respect of such termination.
- 41) The owner/firm should be available on his own direct telephone (office as well as residence)and also on mobile phone so they may be contacted immediately in emergent cases.The mobile number may also be provided.
- 42) Up to date license as issued by concerned State Drug Authority.
- 43) The AIIMS, Raipur reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and giving any compensation. The decision of the AIIMS Raipur in this regard shall be final and binding on the firm.
- 44) The Institute will be at liberty to purchase Implants from the principals/manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer or the other exigencies and emergency needs.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Address :

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(Clause 7 of the tender)

To

The Administrative 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. _____ (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 offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)

For and on behalf of Messrs. _____

(Name of manufacturers)/Principal