

**Notice Inviting Tender for**

**Procurement of Craniofacial Distraction Kit  
for Dentistry Department**

at

**All India Institute of Medical Sciences, Raipur**

No	DME Stage	Start Date & Time
1.	NIT No.	Store/Tender/Craniofacial_Distraction Kit/1 / 2015
2.	NIT issue date	25-05-2015
3.	Pre bid Meeting	09-06-2015 at 03:00 PM
4.	Last Date of submission	23-06-2015 at 03:00 PM



**All India Institute of Medical Sciences, Raipur**  
**Tatibandh, Raipur – 492099, Chhattisgarh**  
Tele: 0771- 2971307, email: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)  
Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)

## Chapter I- Instruction to bidders

### Notice Inviting Tender for

### **“Craniofacial Distraction Kit”**

All India Institute of Medical Sciences, Raipur, Chhattisgarh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for supply & installation 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.

#### **Craniofacial Distraction Kit**

Schedule	Equipment	Quantity
A.	Intraoral Mandibular Distracters	2 sets of 2 each
B.	Titanium Multi Vector (3D) Distractor	1 set of 2
C.	Intraoral Maxillary Distractor	1 set of 2
D.	Rigid External Distractor	1 set

- 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 23-06-2015 up to 3:00 pm. The Tender will be opened on the same day at 03.30 PM in the Store Office, 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 **two- bid** system i.e. 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 superscribed "**Technical bid for Craniofacial Distraction Kit Tender**" and "**Financial Bid for Craniofacial Distraction Kit Tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Craniofacial Distraction Kit for Department of Dentistry**". The ‘Technical Bid’ will be analysed 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.

**Schedule of Tender**

Issue Date	:	25-05-2015
Last date and time of receipt of tender	:	23-06-2015 at 03:00 PM
Amount of Earnest Money Deposit (EMD)	<b>Schedule A</b>	<b>₹24,000/-</b> (Rupees Twenty Four Thousand only)
	<b>Schedule B</b>	<b>₹ 30,000/-</b> (Rupees Thirty Thousand only)
	<b>Schedule C</b>	<b>₹ 12,000/-</b> (Rupees Twelve Thousand only)
	<b>Schedule D</b>	<b>₹24,000/-</b> (Rupees Twenty Four Thousand only)
Tender Cost	:	Rs. 5,700/- (D.D./Pay order in favour of Director, AIIMS, Raipur, payable at Raipur (C.G.))
Pre bid Meeting	:	09-06-2015 at 03:00 PM at Committee Hall, 2nd floor, Medical College Building, AIIMS Raipur
Date & time of opening of tender	:	23-06-2015 at 03:30 PM
Venue	:	Store Office, 2 <sup>nd</sup> Floor, Medical College Building, AIIMS, Tatibandh, Raipur (CG) Pin-492099

4. Tender document may be downloaded from this Institute's official website <http://www.aiimsraipur.edu.in> & [www.tenders.gov.in](http://www.tenders.gov.in) and the tenderer shall deposit a separate Bank Demand Draft/ Pay Order in favour of "All India Institute of Medical Sciences, Raipur" worth {₹5,000/- + ₹ 700/- (14% VAT)} ₹ 5,700/- 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.

**Store Officer  
AIIMS, Raipur**

**Chapter-II- Conditions of Contract**  
**General Terms and Conditions**

**Subject :- Notice Inviting Tender for Supply of Craniofacial Distraction Kit for All India Institute of Medical Sciences, Raipur**

**1. Earnest Money:**

Earnest money by means of a Pay Order/DD/BG/FDR should be enclosed with the quotation (Technical Bid). It is also clarified that the Tender received without earnest money will be summarily rejected. The DD/BG/FD may be prepared in the name of "**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 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.

**2. 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 Craniofacial Distraction Kit Tender**" and "**Financial Bid for Craniofacial Distraction Kit Tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Craniofacial Distraction Kit for Department of Dentistry**"

**3. 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.

**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.

**4. 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

**5. 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.

**6. Right of acceptance:**

AIIMS, Raipur reserve the right to accept or reject any or all tenders /Tender without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. 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.

**7. 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 observer the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

**8. Performance Security:**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender 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". 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 valid till 60 days after completion of contractual obligations (including warranty period, if applicable) under the contract.

After completion of warranty period a fresh BG/DD/FDR of 10% of CMC cost will be submitted by the supplier for performance security against CMC validity of this new BG/DD/FDR will be 60 days beyond CMC period. After submission of new security deposit, old security deposit will be released.

**9. Delivery & Installation :**

The Instruments shall be delivered within 30 days of issue of supply order. Satisfactory installation / commissioning and handover of the instruments will be completed within two weeks from the date of receipt of the instruments at the AIIMS, Raipur premises.

**10. Risk Purchase & Recovery of sums due:**

- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the Store Officer and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

**11. 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 without paint 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 judgement, 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 shall 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 30 days 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.
- 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 Purchaser, 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 opinion of the Purchaser, 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 think 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.

## **12. Guarantee / Warranty, Service, Maintenance:**

### **Warranty**

The tenderers must quote for 3 years on site warranty from the date of completion of the satisfactory installation as certified by the stipulated committee. The Warranty charges **shall not** be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years on site CMC (include free labour, repair, other services & spare parts). Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty CMC. The Rate Contracting Authority reserves the right to award. C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipment. So the price of CMC should be quoted according to the cost of equipment. The amount of CMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by the user department.

### **Service**

The supplier will ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of Raipur so that he attends the call without loss of time.



**13. Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of value of contract for delayed supply is reached, Purchaser may consider termination of the tender.

**14. 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.

**15. 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.

**16. 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 stands forfeited.

**17. 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 it thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

**18. Right to call upon information regarding status of work:**

The AIIMS, Raipur will have the right to call upon information regarding status of work/ job at any point of time.

**19. Terms and Mode of Payment**

**19.1 Payment Terms**

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

**A) Payment for Domestic Goods of foreign Origin Located within India**

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

**a) On delivery:**

70 % payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- iii. Two copies of packing list identifying contents of each package;
- iv. Inspection certificate issued by the nominated Inspection agency, if any;
- v. Insurance Certificate and documents should also be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- vi. Certificate of origin and certificate of guarantee and warrantee

**b) On Acceptance:**

Balance 30 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

**B) Payment for Imported Goods:**

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

**a) On Shipment:**

Seventy Five (70) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- iii. Four Copies of packing list identifying contents of each package;
- iv. Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- v. Manufacturer's/Supplier's warranty certificate;
- vi. Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- vii. Manufacturer's own factory inspection report and
- viii. Certificate of origin by the chamber of commerce of the concerned country;
- ix. Certificate of origin

**b) On Acceptance:**

Balance payment of 30 % of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the Foreign Principal in a bank in his country, subject to recoveries, if any.

**c) Payment of Incidental Costs & Incidental Services until consignee site** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

**d) Payment of Indian Agency Commission:**

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

**D) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period duly certified by the consignee.

19.2 The supplier shall not claim any interest on payments under the contract.

19.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

19.4 Irrevocable & non-transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

19.5 The payment shall be made in the currency / currencies authorized in the contract.

19.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the consignee.

19.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

19.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

19.9 In case the supplier is not in a position to submit bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question subject to the following conditions:

- a. The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods;
- b. Delay in supplies, if any, has been regularized;
- c. The contract price where it is subject to variation has been finalized;
- d. The supplier furnishes the following undertakings:

“I/We, certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## **2. Delay in the supplier's performance**

20.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.

20.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- i. Imposition of liquidated damages;
- ii. Forfeiture of its performance security, and;
- iii. Termination of the contract for default.

20.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

20.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- a. The Purchaser/Consignee shall recover from the supplier liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - b. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 20.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.

**21. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to Sole Arbitrator will be appointed by the Director, AIIMS, Raipur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

**22. 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.

**CHAPTER-III- OTHER TERMS & CONDITIONS OF THE TENDER**

1. The rates can be mentioned in Indian national currency (INR) or in foreign currency.
2. Rates should be mentioned both in figures and in words. The offer should be typed by computerized without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
3. All columns in the financial bid should be filed, if not applicable it should be mentioned NA. **In case of non-filling of all the columns, the bid is liable for rejection.**
4. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached in the tender.
5. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
6. For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a. the ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf price, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty etc. already paid (column a)
  - b. any sales or other taxes (column b and c) and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c. Inland transportation, insurance for a period including 3 months beyond date of delivery, packing and forwarding charges loading/unloading and incidental costs till consignee' site, (column d)
  - d. Incidental services (including Installation Commissioning, Supervision, Demonstration and Training) at the Consignee's site (column e)
  - e. Unit Price (at Consignee Site) basis (f) = a + b + c + d + e
  - f. The rates quoted shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc. at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work.
  - g. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honor exemption certificate.
7. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
8. The FOB/FCA price of goods shall be quoted as indicated in the Price schedule;
9. The CIP price of goods in India shall be quoted as indicated in the Price Schedule

10. The charges for local transportation from warehouse to the consignee site, storage, and insurance extended for a period including 3 months beyond date of delivery shall be borne by the Supplier. Other local costs and Incidental costs, as specified in the Price Schedule;
11. The price of annual CMC as mentioned in the separate Price Schedule.
12. If the tenderer desires to ask for excise duty, sales tax / VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. However, the prices quoted shall be firm and fixed and inclusive of all taxes except octroi. In the absence of any such stipulation the price will be taken inclusive of all such duties and taxes and no claim for the same will be entertained later.
13. **Excise Duty:**

If any change in excise duty upward/downward because of any statutory variation in excise duty takes place within contract period (delivery period) shall be allowed to the extent of actual quantum of excise duty paid by the supplier, if firm has mentioned the statutory variation clause will be applicable in bid document. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
14. **Octroi Duty and Local Duties & Taxes:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies; however, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, shall obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
15. **Customs Duty:**

Customs duty will be paid by bidder only, which is mentioned in financial bid.
16. Full description & specifications, make/brand and name of the manufacturing firm, and country of origin must be clearly mentioned in the tender, failing which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
17. Bids submitted with any ambiguity or discrepancy in format, financial bid or technical bid shall be liable to be rejected.



18. Un price bid having complete information about the quoted items, currency and financial bid format same as original financial bid should be submitted with technical documents without mentioning the prices, it should also indicate clearly if NA or inclusive words are used in any column of financial bid. Prices or amount mentioned in financial bid has to be replaced with \* in the un-price bid.
19. If any discrepancy or ambiguity is found between financial bid or Un- price bid, the bid shall be liable for rejection.
20. Financial bid and Un-Price bid should have complete information about bifurcation of quoted prices except for any field which is not applied.
21. Bids quoted under the category goods located within India or Indian Origin has to be quoted in INR. In case, the rates are quoted in foreign currency it should be inclusive of all taxes, including custom duty etc. and payment will be made in INR on the basis of exchange rates prevailing on the day of opening of bid.
22. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
23. The technical bid should be an exact replica of the financial bid including currency except actual prices that should be mentioned in the financial bid alone.

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 in the tender.*

**SPECIAL CONDITIONS**

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidder should not have been blacklisted before.
3. The bidders shall also arrange for the demonstration of their equipment to the concerned committee, if asked.
4. The bid should include all applicable taxes. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

**Store Officer  
AIIMS, Raipur**

**Chapter – IV Parameters and Technical Specifications:**

1. The participant manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. Client may also visit and inspect the manufacture set up as deemed fit.
2. Manufacturer should be European CE / US - FDA certified and must enclose the certificate. Authorized dealer must submit certificate of their parent manufacturer company.
3. The firm should be registered and should have the turnover of atleast 50% of the contract amount in the last three financial years.
4. The firm has to submit a proof of turnover as mentioned above supported by attested by C.A. documentary materials.
5. Tenderer must provide evidence of having supplied to at least 3 reputed government / reputed private organizations in India including at least one government institution.
6. The demonstration of the equipment forms an essential part of the tender. The bidder has to arrange for the demonstration of the equipment with no financial assistance from AIIMS Raipur.
7. 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.**
8. **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.**
9. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
10. The rate quoted should be firm and final typed against each item and should in no case be overwritten.

I / We hereby accept the terms and conditions given in the tender.

-----  
(Signature & Stamp of the bidder)

**Chapter - V**  
**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)  
(In separate sealed Cover-I super scribed as "Technical Bid")

Sr. No.	Particulars	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
1.	Name & Address of the manufacture and their authorised dealers/ distributors / Agency 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 with his photo and sign	Mention in letter head		
<b>A</b>	<b>Original Equipment Manufacturer's (OEM) Prequalification:</b>			
	(a) Please provide the name, address, and the other details of the OEM. If the OEM is originally incorporated in other country, please furnish such details for India also. (b) Please provide full details of factory /manufacturing units for each item for which the bid is invited.	Mention in letter head		
4.	OEM should be European CE / USFDA certified and must be enclosed the certificate	Copy of Valid certificates		
5.	OEM must be present in India for at least 5+ years with business history	Company Incorporation certificate		
6.	OEM must have 3 years of experience supplying and servicing products	Complete installation reports which are older than 2 years		
<b>B</b>	<b>About the tender Offer</b>			
7.	Tenderer must provide evidence at least 1/3 <sup>rd</sup> value of last three years of having supplied to government / reputed private organizations in India including one government institution.	<ul style="list-style-type: none"> <li>• Copy of the all the Supply orders.</li> <li>• Satisfaction certificates (along with contact details) from atleast one govt.</li> </ul>		
<b>C</b>	<b>Tenderer's prequalification</b>			
8.	The average annual turnover of the bidder in the last three financial years should not be less than 50% of contract value.	<ul style="list-style-type: none"> <li>• Copies of authenticated balance sheet for the past three financial years</li> </ul>		
9.	Tender if not OEM, must submit European CE/ USFDA certificate of their parent manufacturer company.	Copy of Valid certificates		
10.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderers is authorized for selling, and maintaining the equipment quoted for.	OEM's authorization letter		

11.	Tenderers, if not OEM, must provide evidence that OEM has presence in India and relevant technical experience and qualification as single supplier and manufacturer for the tendered instruments.	relevant document		
12.	Tenderers should submit letter from OEM mentioning that OEM shall be fully accountable for the performance of all components of the instruments tendered	Undertaking from OEM		
13.	Tenderers must submit letter from OEM mentioning to agree to provide all post-sale installation and maintenance support	Undertaking from OEM		
<b>D</b>	<b>Tender Related</b>			
14.	Details of the Earnest Money Deposit (EMD)			
	<b>i. Schedule A - ₹24,000/-</b>	FDR/BG/DD No: Date: Payable at		
	<b>ii. Schedule B - ₹ 30,000/-</b>	FDR/BG/DD No: Date: Payable at		
	<b>iii. Schedule C - ₹ 12,000/-</b>	FDR/BG/DD No: Date: Payable at		
	<b>iv. Schedule D - ₹ 24,000/-</b>	FDR/BG/DD No: Date: Payable at		
15.	Details of the cost of the Tender documents worth ₹ 5,700/-(Rupees Five Thousand Seven Hundred only)	DD/Pay Order No: Date: Payable at		
16.	Whether each page of NIT and its annexure have been signed and stamped	Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. <b>Otherwise your tender will be rejected.</b>		
<b>E</b>	<b>Other Relevant Information required</b>			
17.	Permanent Account Number	Copy of the PAN Card		
18.	Please attach copy of last three years of Income Tax Return			
19.	VAT Certificate	Please attach copy		
20.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- 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.			

21.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- 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. <b>If you don't fulfil this criteria, your tender will be out rightly rejected.</b>			
22.	Any other information important in the opinion of the tenderer			
23.	Kindly mention the total number of pages in the tender document			

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-fulfillment 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)**

**Craniofacial Distraction Kit at AIIMS Raipur**

**Comprehensive Financial Bid**

**PRICE SCHEDULE FOR A/B/C/D**

**A) Price schedule for domestic goods or goods of foreign origin located within India**

1	2	3	4	5					6	
Sr. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex-Factory/Ex-Warehouse / Ex-showroom /off-the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax / VAT (if any) (c)	Inland transportation, insurance for a period including 3 months beyond date of delivery, loading/unloading and incidental costs till consignee' site (d)	Incidental services (including Installation Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	Unit Price (at Consignee Site) basis (f) = a + b + c + d + e	Total Price (at consignee site ) basis (Rs.) 4x5
	CMC for five years after 3 years warranty(details is to be mentioned below)									
	Grand Total									

Total Tender price in Rupees: \_\_\_\_\_

**In words** .....

**Note:**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately
3. Please use copy of the proforma of price schedule for different schedules

Name .....

Business Address .....

Place .....

*Signature and Seal of Tenderer*

**Craniofacial Distraction Kit at AIIMS Raipur  
Comprehensive Financial Bid**

**PRICE SCHEDULE FOR A/B/C/D**

**B) Price schedule for goods to be imported from abroad**

1	2	3	4	5					6
S No	Brief Description of Goods	Country of Origin	Quantity (Nos.)	FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of lading to port of entry) and other Incidental costs** (b)	Incidental services including installation & commissioning, supervision, Demonstration and Training) at the Consignee's site (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e)	Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4 x 5 (g)
	CMC for five years after 3 years warranty(details is to be mentioned below)								
	<b>Grand Total</b>								

\*\* To be paid in Indian Currency (₹)

Total Tender price in foreign currency: \_In words: \_\_\_\_\_

- Note: -**
1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
  2. The charges for Annual CMC after warranty shall be quoted separately
  3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS
  4. Custom duty @ 11.64% will be added to the CIP price to arrive at the DDP price for evaluation purpose.

**Indian Agent:**

**Name** \_\_\_\_\_

**Indian Agency Commission - \_\_\_% of FOB**

**Business Address**

**Signature of Tenderer** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

**Date:** \_\_\_\_\_



**PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC) AFTER COMPLETION OF WARRANTY**

**(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)**

Sr. No.	Name of the Equipment	Fourth Year (In ₹)	Fifth Year (In ₹)	Sixth Year (In ₹)	Seventh Year (In ₹)	Eighth Year (In ₹)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Place:

Date:

Signature  
Name  
Designation

**Declaration by the Bidder:**

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Craniofacial Distraction Kit. I/we agree to abide them.
2. No other charges would be payable by AIIMS Raipur and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name:

Seal:

Address:

**Annexure-I****Detailed technical specifications of the equipment****Craniofacial Distraction Kit**

1. Should be European CE / US - FDA certified and must enclose the certificate
2. The distractor should be made of titanium.
3. The results of the distractor should be proven.
4. There should be minimum risk of disinfection.
5. The distractor as well as the accessories should be of the same parent company.
6. All the distractor kits should be supplied with their respective Autoclavable containers.
7. Required warranty of 3 years.

<b>S No</b>	<b>Instrument</b>	<b>Specifications</b>	<b>Quantity</b>
1.	Intraoral Mandibular distractors	<ul style="list-style-type: none"> <li>• Should include for both left and right sides. (2 distractors left and right form a set)</li> <li>• Should be able to attain distraction of at least 40 mm</li> <li>• Should be Bone borne.</li> <li>• All the necessary accessories required for the full functionality of the distractors from placement of the distractors and the wires, activation devices till the end of consolidation period should be provided along.</li> <li>• Should have both Flexible and rigid extension arm.</li> <li>• Complete range of accessories for attachment to the bone should also be included.</li> <li>• The entire kit should be housed in a suitable compatible container for the same make</li> </ul>	2 sets
2.	Titanium Multi Vector (3D) Distractor	<ul style="list-style-type: none"> <li>• Uses <ul style="list-style-type: none"> <li>○ Multi vector Distraction</li> <li>○ Single Vector Distraction</li> <li>○ Bone Transport</li> </ul> </li> <li>• The distractor should be fully adjustable in all three planes,</li> <li>• The Kit should include one left and one right distractor.</li> <li>• All the necessary accessories required for the full functionality of the distractors from placement of the distractors and the wires,</li> </ul>	1 set of 2 distractors

S No	Instrument	Specifications	Quantity
		<p>activation devices till the end of consolidation period should be provided along.</p> <ul style="list-style-type: none"> <li>• Should allow angular and transverse adjustments</li> <li>• Suitable accessory to aid during consolidation period.</li> <li>• Should be able to attain distraction range of 15mm to 80 mm.</li> <li>• The entire kit should be housed in a suitable compatible container for the same make.</li> </ul>	
3.	Intraoral Maxillary Distractor	<ul style="list-style-type: none"> <li>• Should include for both left and right sides. (2 distractors left and right form a set)</li> <li>• Should be able to attain distraction of at least 20 mm</li> <li>• Should be Bone borne.</li> <li>• Telescoping type of Distractor</li> <li>• All the necessary accessories required for the full functionality of the distractors from placement of the distractors and the wires, activation devices till the end of consolidation period should be provided along.</li> <li>• The entire kit should be housed in a suitable compatible container for the same make</li> </ul>	1 set
4.	Rigid External Distractor	<ul style="list-style-type: none"> <li>• Intended for use in craniofacial surgery and reconstructive procedures of the maxilla</li> <li>• Should be designed for use in distraction of the midface utilizing a LeFort I, LeFort II or III osteotomy, and/or distraction of the cranium utilizing a monobloc osteotomy.</li> <li>• Should be lightweight to be user-friendly and for patient comfort. Easy and quick assembly in the OR as well as removal in the office or clinical setting.</li> <li>• Should be the latest design available with advanced features.</li> <li>• Internal fixation options for tooth-borne or bone-borne fixation.</li> <li>• Ability to treat patients at any age including childhood</li> <li>• Multidirectional, accurate distraction</li> <li>• Headframe design for incremental</li> </ul>	1 set

S No	Instrument	Specifications	Quantity
		<p>medial/lateral and anterior/posterior adjustments.</p> <ul style="list-style-type: none"><li>• Multiple pre-, intra- and postoperative adjustments for vertical, horizontal, sagittal and occlusal vector control.</li><li>• All the necessary accessories required for the full functionality of the distractor from placement of the distractors and the wires, activation devices till the end of consolidation period should be provided along.</li><li>• The entire kit should be housed in a suitable compatible container for the same make</li></ul>	

**MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM**  
(Clause C (9) of the tender)

To

The Store 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.