

Tender Document**for****"Supply of Consumables Item (LRS ELP DUAL NEEDLE) for
Department of Transfusion Medicine & Blood Bank"****At****All India Institute of Medical Sciences, Raipur**

No	DME Stage	Start Date & Time
1.	NIT No.	AIIMS/R/CS/PAC/TRANS.MEDICINE/026/2017
2.	NIT issue date	02-02-2017
3.	Last Date of submission	15-02-2017 up to 03.00 pm
4.	Date of Open Technical / PQ bid	15-02-2017 up to 03.30 pm
5.	Venue	Store Office, Medical College Building, 2 nd floor, Gate No. 05, AIIMS, Tatibandh, GE Road Raipur-492099



आरोग्यम् सुख सम्पदा

AIIMS, Raipur**Tatibandh, Raipur – 492099, Chhattisgarh**Tele: 0771- 2971307, email: store@aiimsraipur.edu.inWebsite: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders

Notice Inviting Tender

**“Supply of Consumables Item (LRS ELP DUAL NEEDLE) for
Department of Transfusion Medicine & Blood Bank”**

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 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.

1. The bidder should send the tender bids 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 **15-02-2017 up to 3:00 pm**. The bid will be opened on the same day at **03.30 pm** in the Stores Office, Medical College Building, 2nd Floor, All India Institute of Medical Sciences, Raipur. The bid document received after the scheduled date and time will be rejected out rightly.
2. The tender is in **single bid** system. The bid will be opened on the designated date by the Tender Opening Committee.
3. The bidder should submit the technical bid and the financial bid in sealed covers superscribed **“Tender for Supply of Consumables Item (LRS ELP DUAL NEEDLE) for Department of Transfusion Medicine & Blood Bank”**. After evaluation of bid, purchase order will be placed.

Chapter-II- Conditions of Contract

Subject:- Tender for “Tender for Supply of Consumables Item (LRS ELP DUAL NEEDLE) for Department of Transfusion Medicine & Blood Bank” at All India Institute of Medical Sciences, Raipur

General Terms and Conditions

1. Preparation and Submission of Tender:

- 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.

2. 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.

3. **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

4. **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.

5. **Right of acceptance:**

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. 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.

6. **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 Nationalized Bank/Schedule 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. 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 Nationalized Bank/Schedule Bank. Performance Security will be valid till 60 days beyond completion of all contractual obligations (including warranty period, **if applicable**) under the contract.

7. **Delivery Period:**

The successful bidders should strictly adhere to the following delivery schedule supply, should be effected within **Three weeks** from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.

8. **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% of contract value per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of contract value of delayed supply is reached, Purchaser may consider termination of the tender.

9. 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.
4. 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/ Automomous 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 03.”

10. Authorization

It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.

- a. Manufacturer must add a certificate that item(s) is manufactured by them as per range of products
- b. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
- c. Authorized agents must add authority letter from their Manufacturer/Principals on the company/firm letter head of the manufacturer/principals in Performa given

in attach duly supported by a notarized affidavit on letter head that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

11. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, 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 be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Terms of payment:

100% payment will be released after the successful supply & acceptance by consignee.

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.

For payment supplier should submitted following documents.

- a) *Two copies of Invoice.*
- b) *Packing list/delivery challan.*
- c) *Any other documents, if required.*

17. Arbitration

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision of Sole Arbitrator to be appointed by the Director, AIIMS, and 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.

18. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**Store Officer
AIIMS, Raipur (C.G.)**

Chapter III - Specifications and allied Technical Details

Parameters and Technical Specifications for Executing the Work:

1. The participant manufacture/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached.
2. Tenderer must provide evidence of having supplied to reputed government / reputed private organizations in India including at least one government institution.
3. **AIIMS, Raipur also reserves the rights to accept all the consumable & Reagents Items in the given tender or only part of it in any given schedule without assigning any reason.**
4. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
5. The rate quoted should be firm and final and written in ink or 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)

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

Chapter - IV Contract

Form-A

PARTICULARS FOR PAYMENT SUCCESSFUL/UNSUCCESSFUL BIDDER

Details of RTGS / National Electronic Fund Transfer (NEFT) Mandate Form

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

Form-B

TENDER TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

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

S. N .	Description	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			
2.	Specify your firm/company is a manufactures/ authorised dealer/distributor / Agency			
3.	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	Relevant document		
A	About the tender Offer			
4.	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least ₹ 15,000/- 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. 		
5.	The average Annual turnover of the bidder in the last three financial years should not be less than. ₹ 25,000/-.	<ul style="list-style-type: none"> • Copies of authenticate Audit Report of the firm (including balance sheet) for the last three financial year 		
6.	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		
7.	Authorization Certificate from the manufacturer in case of Dealer/Distributor	Please attach copy		
8.	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 and conditions as token of acceptance and submit as part of tender document with technical bid.		

S. N .	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-Commercial bid
B	Other Relevant Information required			
9.	Permanent Account Number	Copy of the PAN Card		
10.	Please attach copy of last three Years of Income Tax Return			
11.	VAT Registration Certificate	Please attach copy		
12.	Please submit on 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.			
13.	Have you previously supplied these items to any govt./Reputed private organization? If yes, attach the relevant proof. please provide a on Company/Firm letter head that your have not quoted the price higher than previously supplied to any Govt./Organization /reputed Pvt. Organization or DGS & D rate in recent past.			
14.	Any other information important in the opinion of the tenderer.			
15.	Kindly mention the total number of pages in the tender document.			
16.	Duly filled Form– A & B			

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)

**"Supply of Consumables Item (LRS ELP DUAL NEEDLE) for
Department of Transfusion Medicine & Blood Bank"**

FINANCIAL BID

S.N.	Description of Item	Pack Size/Unit	Qty.	Unit Price in INR	Taxes (if applicable) VAT / Sales Tax/etc in INR	Total Unit Price (including all taxes)	Total Price (Total Unit Price X Qty.)
01	02	03	04	05	06	07	08= (07 x 04)
01	LRS ELP DUAL NEEDLE Set No. 70300	Set	05 (Kit)				

1. Rate should be destination basis (FOR-AIIMS, Raipur).
2. Purchaser has right to place the purchase order as per requirement.

Date:-.....

Name, Signature & Seal of Bidder

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 bidders should also submit a certificate from the relevant authority as to the quality of the equipment/Instrument/Consumable.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.

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 Consumables Item (**LRS ELP DUAL NEEDLE**) for **Department of Transfusion Medicine & Blood Bank**. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

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.