(2nd Call)

Notice Inviting Tender

<u>for</u>

"Annual Rate Contract of Consumable Items for Department of Paediatrics"

At

All India Institute of Medical Sciences, Raipur

S.N.	Description	Start Date & Time
1.	NIT No.	AIIMS/R/CS/PED/055/2016/Tender/RC/A
2.	NIT issue date	14-01-2017
3.	Pre-bid Meeting	23-01-2017 at 03:00 PM
4.	Last Date of submission	03-02-2017 at 03:00 PM
5.	Open EMD & Technical bid	03-02-2017 at 03:30 PM
6.	Venue	Store Office, Medical College Building, 2nd floor, Gate No. 05,AIIMS, GE Road, Tatibandh, Raipur-492099
7.	Tender document cost	₹1,140/- <mark>(Cost 1000/-+ VAT@14% 140/- = ₹ 1,140/-)</mark>
8.	EMD Amount	₹ 26,000/- (Twenty Six Thousand Only)



AIIMS-RAIPUR Tatibandh, Raipur – 492099, Chhattisgarh Tele: 0771- 2971307, email: <u>store@aiimsraipur.edu.in</u> Website: www.aiimsraipur.edu.in, <u>www.tenders.gov.in</u>



अखिलभारतीयआयुर्विज्ञानसंस्थान,रायपूर,छत्तीसगढ़

All India Institute of Medical Sciences, Raipur (Chhattisgarh) Tatibandh, GE Road,Raipur-492 099 (CG) Website : www.aiimsraipur.edu.in Tele: 0771- 2971307, e-mail: <u>store@aiimsraipur.edu.in</u>

Subject.: Invitation of sealed tender for Annual Rate Contract for "Consumable Items for Department of Paediatrics" as per details and specifications shown in the Annexure-II.

Sir/Madam,

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) RAIPUR invites sealed tender for Annual Rate Contract for **"Consumable Items for Department of paediatrics"** as per details and specifications shown in the **Annexure-II** on the following terms & conditions:

- 1. If the supplier / firm is manufacturer / authorized dealer / sole distributor of any item, the Certificate to this effect should be attached.
- 2. The tender documents are to be in two parts as Technical Offer and Financial offer:
 - a) The Technical offer should include the detailed specifications of all items.
 - b) The financial offer should include the cost of items as per <u>Annexure-I</u>. The Unit cost should be quoted in words as well as figures (typed or printed). Amendment should be avoided. Amendments, if any, should be duly initialled, failing which the offers are liable to be rejected.
 - c) The two parts of the offer should be placed in separate sealed envelopes clearly marked "Technical Offer" & "Financial Offer". These two envelopes along with envelope for EMD and Tender Fee marked "Tender Fee & EMD" (total three envelopes) must be enclosed in one bigger envelope duly sealed and super scribed with tender number, name of the items {Annual Rate Contract for "Consumable Items for Department of Pediatric"} and tender due date must be forwarded to the undersigned so as to reach him on or before the due date.
 - d) The Financial Offer must be mentioned in the prescribed format as per the **Annexure-I** only. If the financial offer is not in the prescribed format, it will be rejected.

Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

- 3. Fax and Email quotation are not acceptable.
- 4. Quotations should be valid for 180 days from the tender due date. The quotation should clearly indicate the period of delivery, warranty terms etc.
- 5. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items i.e. ₹3,0,000/- of contract value in the last three years.
- 6. The firm should be registered and the bidder should have the average annual turnover of ₹ 4,30,000/- for in the last three financial years. Copies of authenticated balance sheet for the last three financial years should be submitted.
- 7. All the rates should be mentioned 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.
- 8. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at FOR AIIMS Raipur.

- 9. The delivery of the items will have to be made at AIIMS, Raipur. No transportation/ cartridge charges will be provided for the same.
- 10. The tenderer can quote all the items. AIIMS Raipur reserves the right to award the work to one firm on consolidate L-1 rate.
- 11. 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.
- 12. Unloading of material will be arranged by supplier.
- 13. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
- 14. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration.
- 15. The quotations should be given for the items in the same order as in the tender document.
- 16. This is the Rate Contract, hence actual quantity may vary as per demand of the Institute at the time of placing order.
- 17. The Vendor must be able to provide the product / items within specified time period as prescribed in the Purchase Order. Failing the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions.
- 18. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 19. All disputes shall be subject to Raipur Jurisdiction only.
- 20. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which the tender will not be considered.
- 21. In the event of any dispute or difference(s) between the vendee AIIMS Raipur and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the concerned authority of AIIMS Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- 22. AIIMS Raipur reserves the rights to accept/reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.
- 23. The Tender / Bid will open on <u>03-02-2017</u> at 03:30 PM at AIIMS Raipur Premises.
 - a) The suppliers or their authorized representative may also be present during the opening of the Technical offer, if they desire so, at their own expenses.
 - b) Only those financial offers will be opened whose technical offers are found suitable by the expert committee appointed for the concerned items.
 - c) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the offer.
 - d) The Tender Committee reserves its right to select or reject any or all of the items mentioned above without assigning any reasons.
- 24. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Stores Officer, AIIMS Raipur through e-mail store@aiimsraipur.edu.in on or before 03-02-2017 at 3:00 PM. A demand draft/Pay Order of ₹ 1,140/- (Including VAT) towards non-refundable tender fee and Earnest Money Deposit (EMD) in form of demand draft/ BG/ FDR/ Pay Order of ₹ 26,000/- towards refundable EMD from a Schedule bank in favour of

"AIIMS Raipur" payable at Raipur placed in a separate envelope marked "Tender Fee & EMD" should accompany tender bid documents. Both the demand drafts should be valid for 90 days (Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India). Without the Tender Fee and EMD the bid will not be considered.

The EMD of the successful bidder will be returned to them without any interest after completing the successful execution of Agreement. The earnest money of unsuccessful bidders will be returned to them without any interest within thirty (30) working days after awarding the offer.

25. All tender documents should have to be forwarded through speed post or registered post, courier, Hand Delivery on / before <u>03-02-2017</u> at 3.00PM to Store Office, Medical College Building, 2nd floor, AIIMS, Tatibandh, Raipur-492099.

Store Officer AIIMS, Raipur (C.G.)

Other Terms & Conditions:

1. **Pre-Qualification Criteria:**

- a. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from Manufacturer on the same and specific to the tender should be enclosed.
- b. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.

2. **Performance Guarantee Bond:**

- a. Performance Guarantee Bond is mandatory.
- b. 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.
- 3. **Delivery** : The successful bidders should strictly adhere to the following delivery schedule supply, installation & commissioning should be effected within 3 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. Otherwise LD will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.
- 4. **Penalty**: If the suppliers fails to deliver and place any or all the items or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of the delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.
- 5. **Demonstration**: Suppliers need to provide consumables sample for 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.
- 6. **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.
- 7. **Right of Acceptance:** AIIMS, Raipur reserves 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 items in the given tender or only part of it in any given schedule without assigning any reason.
- 8. **Communication of Acceptance:** AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

9. **Performance Security :**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of contract amount in the form of 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 Bank Guarantee or Fixed Deposit Receipt issued by a scheduled Bank and the Performa provided with the tender document. Performance Security will be discharged 60 days after completion of contractor's performance obligations (including warranty period, if applicable) under the contract.

10. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, 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.

- 11. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.
- 12. **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 reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.
- 13. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS, Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS, Raipur. 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.

- 14. **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.
- 15. **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.

16. <u>Terms of payment:</u>

- 1. The payment would be made for actual supply taken and no claim in this regard should be entertained. 100% payment will be made after receipt and acceptance of materials.
- 2. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of issue of rejection advice 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.

17. <u>Risk Purchase & Recovery of sums due:</u>

- 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 hospital authority 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.

18. Fall Clause :

1. Prices charged for supplies the above items 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 prices of tendered items is reduced or brought down by any law or Act of the Central of 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 afterwards.

3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. /DGS&D and Pubic 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 the items supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at the their own cost.

19. 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.

- 20. **Duration of Contract:** The duration of Annual Rate Contract for consumable items shall be one year, which may be extendable for another one years by mutually agreed demand by Director AIIMS Raipur.
- 21. Purchase may withdraw the rate contract by serving suitable notice by giving 30 days period.

Store Officer AIIMS, Raipur (C.G.)

Form-A

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name	of the	Supplier	:
2. Comp	lete Ad	ldress of the Supplie	er :
			·
3. Availa	ability f	for demonstration of	f instruments at AIIMS Raipur. Yes/No [Please $$]
4. Cost o	of the T	ender enclosed: Yes	s/No [Please $$] If yes,
	a.)	Name of the Bank	:
	b.)	Amount in (\mathbf{E})	:
	c.)	Demand Draft No	. :
5. Earne	st Mon	ey Deposit enclosed	l: Yes / No [Please √] if Yes,
	a.)	Name of the Bank	· · · · · · · · · · · · · · · · · · ·
	b.)	Amount in (₹.)	:
	c.)	Demand Draft No	. :
	d.)	Last Validity date	of the enclosed DD:
		tion details of the output to the the the tender enquiry.	concerned contact person to whom all references shall be made
[NO]	TE: An	y changes after sub	mission of Tender documents kindly update AIIMS Raipur]
a.)	Full N	lame	:
b.)	Comp	lete Postal Address	:
c.)	Telepl	hone No.	:
d.)	Fax N	0.	:
e.)	Mobil	e No.	:
f.)	E-mai		·
g.)	Websi	ite Address	:

Note: - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

<u>Form-B</u>

PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCESSFUL BIDDER RTGS / NationalElectronicFund Transfer(NEFT)Mandate Form

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

NIT No.: AIIMS/R/CS/PED/055/2016/Tender/RC/A

Form C <u>PERFORMANCE STATEMENT</u> Performa for Performance Statement (For period of last three years)

Name of the Firm ______

Order placed by (Complete Address of Purchaser)	Purchase Order No. & Date	Description and Quantity of ordered items	Value of order	Date of con deliv As per Contract	Very Actual date of supply	Remarks indicating Reasons for late delivery, if any
1	2	3	4	5	6	7

Form D

CHECKLISTS FOR SUPPLY OF CONSUMABLE ITEMS FOR DEPARTMENT OF PAEDIATRIC

C		Documents to be attached			
Sr. No.	Particulars –	when Yes / No	rever applicable If Yes, Mention page no.		
1.	a) Attached documents as required in the tender document (i.e. Supplier/firm is manufacturer/ authorized dealer/ sole distributor certificate.				
	b) Authorization certificate from the manufacturer in case of dealer / distributor.				
	c) Copy of PAN				
	d) Certificate of firm/company registration				
	e) TIN/VAT registration (Sales tax)				
	f) Income Tax Return of last three years,				
	g) Tenderer must provide experience/ supplied as per the clause 5.				
	h) Annual Turnover & balance sheet of last three years duly certified by C.A. as per the clause 6.				
	i) Tender document duly seal and sign by the tenderer for acceptance of terms and conditions of the tender.				
	j) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization.				
	 k) Tenderer must provide an affirmation on letter head that they have not quoted the price higher than previously supplied to any government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. 				
2.	Duly filled Form – A, Form –B, Form –C, From- D with required documents with proper page numbering and indexing of required documents.				
3.	Envelope is marked as "Technical Offer" and "Financial Offer". Both envelope placed in one big envelope.		-		

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

The Director All India Institute of Medical Sciences (AIIMS), Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

Notwithstanding anything contained herein:

b. This Bank Guarantee shall be valid up to(date) and

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:..... Complete Postal Address:

ANNEXURE-I (A) Financial Offer

Ref. No. & Date: -

Tender No.:- AIIMS/R/CS/PED/055/2016/Tender/RC/A.....

Due Date: --2017

S. N.	Description of Item & Specification (Model No. if any)	Qty. In Units	Unit Price in Rs.	Discount (%)	CST /VAT (%)	Total Price in Rs.
1	Paediatric Ventilator Circuit (Technical Specification Attached as per Annexure – II)	01				
2	Neonatal Ventilator Circuit (Technical Specification Attached as per Annexure – II)	01				

- ▶ L-1 will be decided item-wise separately.
- > **Delivery Mode** : Delivery at AIIMS Raipur, at site only
- > Total bid price should be inclusive of all taxes and levies, transport, loading, unloading, cartridge charges, etc.
- > **Delivery Period** :days.
- Quotation Validity Date:- Minimum 180 Days from the date of Submission of quotation/tender.

Sign of bidder	: -
Date	: -
Name of the bidder	:-
Firm's Name	:-

<u>Note:</u> Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

Annexure- II

List of Consumable Items with Details Specification of Ventilator Circuit.

S.N.	Description of Items	Specification
01	Paediatric Ventilator Circuit	 Should be able to ventilate all children 7 Kg. to 35 Kg. Should be able to connect to ventilators (like Dragger or GE or Covidien or Hamilton etc) Should have water trap in expiratory limb. The circuit should have integrated heated wire in it. The circuit should have humidifier chamber with it.
02	Neonatal Ventilator Circuit	 Should be able to ventilate all new-born and infants up to 10 kg. Should be able to connect to ventilators (like Dragger or GE or Covidien or Hamilton etc.) Should have water trap in expiratory limb. The circuit should have integrated heater wire in it. The circuit should have humidifier chamber with it.

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 provide representative samples of their Consumable items to the concerned committee regarding the quality aspect.
- **4.** The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

The above quote should be made item wise and should include all applicable taxes. Item wise unit price (including tax) comparison of the quotes will be made and L1 for each item will be determined accordingly. If the rates of L1 are quoted for various items from different bidders, then AIIMS Raipur reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms, provided that such quoted items are not interdependent on each other. In this context, final decision of the committee will be binding to all and no claim in this regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

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 & conditions of the contract, Consumable Items for paediatrics Department. 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 :