

Notice Inviting Tender for**“Annual Rate Contract for supply of
CT FILMS”****At****All India Institute of Medical Sciences, Raipur**

Bid Reference no.	Store/Tender/ CT Films/ 1 / 2015
NIT Issued date	08-04-2015
Pre-bid Meeting	17-04-2015 at 03:00 PM Venue: Committee Hall, 1 st Floor, Medical College Building, Gate no. 5, AIIMS, Raipur
Last date and time of submission of bids	01-05-2015 at 03:00 PM
Date and time of opening of technical bids	01-05-2015 at 03:00 PM Venue: Store Office, 2 nd Floor, Medical College Building, Gate no. 5, AIIMS, Raipur
Cost of the Bid document	Rs. 1,140/- (D.D./Pay order in favour of AIIMS, Raipur, payable at Raipur (C.G.))
EMD Amount	Rs. 27,700/- (D.D./Pay order in favour of AIIMS, Raipur, payable at Raipur (C.G.))



All India Institute of Medical Sciences, Raipur
Tatibandh, Raipur – 492099, Chhattisgarh

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

Website: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders

Notice Inviting Tender

“Annual Rate Contract for supply of CT FILMS”

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. 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 **01-05-2015** up to 3:00 pm. The Tender will be opened on the same day at 03.30 PM in the Store Department, Medical College Building, All India Institute of Medical Sciences, Raipur. The tenders received after the scheduled date and time will be rejected out rightly.
2. 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.
3. The bidder should seal the technical bid and the financial bid in separate covers super scribed "**Technical bid for Tender for Annual Rate Contract for CT Films**" and "**Financial Bid for Tender for Annual Rate Contract for CT Films**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Annual Rate Contract for CT Films**". The "Technical Bid" will be analyzed and 'Financial Bid' of only those firms who are found eligible in "Technical Bid" will be opened in due course and the eligible firms would be intimated there of accordingly.
4. Tender document may be downloaded from this Institute's official website **<http://www.aiimsraipur.edu.in>**, **www.tenders.gov.in** and the tenderer shall deposit a separate Scheduled Bank DD/ Pay Order in favour of "All India Institute of Medical Sciences, Raipur" worth {₹ 1,000/- + ₹ 140/- (14% VAT)} **₹ 1,140/-** along with tender Document (Technical Bid) & EMD of requisite amount. 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 for Tender for Annual Rate Contract for CT Films at All India Institute of Medical Sciences, Raipur

1. Earnest Money:

Earnest money by means of a Bank Demand Draft/ Pay Order of ₹ 27,700/- (Rs. Twenty Seven Thousand Seven Hundred only) may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/FDR 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 held by the Institute 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 Raipur 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 Annual Rate Contract for CT Films" and "Financial Bid for Tender for Annual Rate Contract for CT Films". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Annual Rate Contract for CT Films"
- 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 letterhead 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.

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 /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.

7. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of Contract value 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.

8. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule supply, installation & Commissioning should be effected within 15 days 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 9. Purchase order will be placed as required by consignee.

9. 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 delayed supply is reached, Purchaser may consider termination of the tender and Security Deposit will forfeited and risk purchase will be initiated at risk and cost of defaulter firm.

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

letter head of the manufacturer/principals in Performa given in attach duly supported by a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) 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 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.

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:

1. The payment would be made for actual supply taken and no claim in this regard should be entertained. 100% payment will be made on receiving of goods in store satisfactorily with approved quality & ordered quantity and acceptance.
2. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

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 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.

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.

19. Other Terms & Condition:

1. The contract period is for one year's which may be enhanced with mutual consent for another Six months.
2. Quantity in tender schedule is tentative. Purchase order will be placed as per actual requirement by consignee.
3. The quantity indicated is tentative & AIIMS Raipur has right to increase/decrease the quantity.

20. 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 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 after wards.

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 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

**Store Officer
AIIMS, Raipur**

Chapter III - Technical Details

Parameters and Technical Specifications for supply of CT film:

1. The firm should be registered and should have the turnover of atleast 50% of the contract amount in the last three financial years.
2. The firm has to submit a proof of turnover as mentioned above supported by attested by C.A. documentary materials.
3. Tenderer must provide evidence of having supplied to at least 5 reputed government / reputed private organizations in India including at least one government institution.
4. **AIIMS, Raipur also reserves the rights to accept supply of CT film in the given tender or only part of it in any given tender without assigning any reason.**
5. The delivery of the items will have to be made at AIIMS, Raipur. No transportation and cartridge charges will be provided for the same.
6. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten.
7. Rates quoted should be inclusive of all applicable taxes, packing, forwarding transportation charges at FOR AIIMS Raipur.
8. All the rates should be mentioned in Indian National Currency (INR) only. The rates quoted foreign currency will not be entertained in this tender enquiry & such tenders will cancel straightway.
9. The offer should be typed or written in Ink Pen/Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/Telex/Fax offers will not be considered and cancelled straightway.

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

(Signature & Stamp of the bidder)

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

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

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

S. 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.	Mention in one letter head		
2.	Specify your firm/company is a manufactures/authorised dealer/ distributor / Agency	Mention in one letter head		
3.	Name, Address & designation of the authorized person (Sole proprietor/ partner /Director)	Relevant document		
4.	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of atleast 1/3 value of contract amount in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from atleast two institutions. 		
5.	The average annual turnover of the bidder in the last three financial years should not be less than 50% of contract value.	Copies of authenticated balance sheet for the past three financial years		
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.	Details of the Earnest Money Deposit (EMD) ₹ 27,700/- (Rs. Twenty Seven Thousand Seven Hundred Only)	FDR/DD/BG No: Date: Bank: Payable at		
8.	Details of the cost of the Tender documents worth ₹ 1,140/- (Rs. One Thousand One Hundred & Forty Only)	DD/Pay Order No: Date: Bank: Payable at:		
9.	Whether each page of NIT and its annexure have been signed and stamped	Please seal & sign each page NIT		
10.	Permanent Account Number	Copy of the PAN Card		

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
11.	Please attach copy of last three years of Income Tax Return	Please attach copy		
12.	VAT/ Sales Tax Registration Certificate	Please attach copy		
13.	Please submit a notarised affidavit on Indian Non judicial stamp paper of ₹ 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.			
14.	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 ₹ 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. If you don't fulfil these criteria, your tender will be out rightly rejected.			
15.	Kindly mention the total number of pages in the tender document.			

Note:

- 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.
- 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)

“Annual Rate Contract for CT Films”

At AIIMS, Raipur

FINANCIAL BID

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

S. No.	Item Description	Tentative Qty of units	Unit Price	Taxes (if applicable) VAT / Sales Tax/etc	Any other Taxes (If applicable)	Total Unit Price (including all taxes) (3+4+5)	Total price of (Unit price x Quantity) (6X2)
	1	2	3	4	5	6	7
1	<u>CT Films</u> Film Size- 14” x 17” Type - Dry chemistry LASER printer Utility - To print images through network from CT/DSA/ MRI workstations Existing Camera - CARESTREAM DRYVIEW 6850 LASER IMAGE	9600 Nos. Films One Years					
	Total Price in words						

Note: - 1. No other charges would be payable by Client.

2. The quoted price is for AIIMS Raipur.

DATE:

PLACE:

(Dated Signature of the Tenderer with stamp of firm

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 CT Films. 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
(Clause C (12) 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.