# **Notice Inviting Tender for**

# "Paediatric Equipments"

# At

# All India Institute of Medical Sciences, Raipur

No	DME Stage	Start Date & Time
1.	NIT No.	Admin/Tender/ Paediatric Equipments / 1 / 2014
2.	NIT issue date	15-11-2014
3.	Pre bid Meeting	26-11-2014 at 03:00 PM
4.	Last Date of submission	09-12-2014 at 03:00 PM



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

Tele: 0771-2573777, email: admin@aiimsraipur.edu.in Website: www.aiimsraipur.edu.in, www.tenders.gov.in

# <u>Chapter I- Instruction to bidders</u> <u>Notice Inviting Tender</u> "Paediatric Equipments"

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.

Schedule	Name of the Items required to be purchased	Quantity
А.	Bubble CPAP	02
B.	Transport Incubator + Ventilator	01
C.	Weighing Machine	02
D.	Capillary Centrifuge Machine with Hematocrit Reader	01
E.	Micromethod Bilirubin Analyser	01
F.	Infantometer	03
G.	Stadiometer	02

- 1. Interested parties may send their tender in sealed cover addressed to the Administrative Officer, All India Institute of Medical Sciences, Tatibandh, Raipur superscripted with tender number and complete in all respects latest by 09-12-2014 up to 3:00 pm. The Quotations will be opened on the same day at 03.30 PM in the Committee Hall, 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 <u>two- bid</u> 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 Paediatric Equipments" and "Financial Bid for Paediatric Equipments". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Paediatric Equipments". 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.

LD	1	15 11 2014						
Issue Date	:	15-11-2014	15-11-2014					
Pre bid Meeting	:	26-11-2014 at 02	26-11-2014 at 03:00 PM					
Last date and time of receipt of tender	:	09-12-2014 at 0	09-12-2014 at 03:00 PM					
		Schedule A	₹ 18,000/- (Rupees Eighteen Thousand)					
		Schedule B	₹ 60,000/- (Rupees Sixty Thousand)					
		Schedule C	₹ 5,000/- (Rupees Five Thousand)					
		Schedule D	₹ 3,000/- (Rupees Three Thousand)					
		Schedule E	₹ 9,000/- (Rupees Nine Thousand)					
		Schedule F	₹ 1,000/- (Rupees One Thousand)					
		Schedule G	₹ 3,000/- (Rupees Three Thousand)					
Tender Cost	:	₹ 5000/- (Rupees Five Thousand Only)						
Date & time of opening of tender	:	09-12-2014 at 03:30 PM						
Venue	:	Administrative	Administrative Office, AIIMS, Tatibandh, Raipur-492099					

### **Schedule of Tender**

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 Nationalized Bank DD/ Pay Order in favour of "All India Institute of Medical Sciences, Raipur" worth ₹ 5,000/- 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.

Administrative Officer AIIMS, Raipur

# **Chapter-II- Conditions of Contract**

# General Terms and Conditions

# <u>Subject:-</u> Notice Inviting Tender for Paediatric Equipments for All India Institute of Medical Sciences, Raipur

#### 1. <u>Earnest Money:</u>

Earnest money by means of a Nationalized Bank DD/BG/FDR of

- ₹ 18,000/- (Rupees Eighteen Thousand) for Schedule-A
- ₹ 60,000/- (Rupees Sixty Thousand) for Schedule-B
- ₹ 5,000/- (Rupees Five Thousand) for Schedule-C
- ₹ 3,000/- (Rupees Three Thousand) for Schedule-D
- ₹ 9,000/- (Rupees Nine Thousand) for Schedule-E
- ₹ 1,000/- (Rupees One Thousand) for Schedule-F
- ₹ 3,000/- (Rupees Three Thousand) for Schedule-G

Should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The DD/BG/FDR may be prepared in the name of "All India Institute of Medical Sciences, Raipur".

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

### 2. <u>Preparation and Submission of Tender:</u>

- 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 Paediatric Equipments" and "Financial Bid for Paediatric Equipments". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Paediatric Equipments"
- 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. <u>Signing of Tender:</u>

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.

#### <u>N.B.</u>

- 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. <u>Opening of Tender</u>

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. <u>Validity of the bids:</u>

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. <u>Right of acceptance:</u>

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. <u>Performance Security:</u>

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 Nationalized 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 Nationalized 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/AMC cost will be submitted by the supplier for performance security against CMC/AMC validity of this new BG/DD/FDR will be 60 days beyond CMC/AMC period. After submission of new security deposit, old security deposit will be released.

#### 8. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule supply, installation & Commissioning should be effected within 4 to 6 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. Like liquidated damage @ 0.5% per week shall be imposed.

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

testing adopted by the Inspector.

- ix. Goods accepted by the purchase/AIIMS, Raipur and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchasers/AIIMS, Raipur's right to reject the same later.
- x. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

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

- a. Require the Suppler 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 Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d. The Inspector shall have the power:-
  - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - To reject any goods submitted as not being accordance with particulars.
  - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
  - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be born by the Purchaser.

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

#### 10. Guarantee / Warranty, Service, Maintenance:

#### Warranty

The tenderers must quote for 5 years onsite 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/AMC. 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/AMC. The Rate Contracting Authority reserves the right to award AMC (without spare parts) shall be quoted for equipments costing upto Rs. 5.00 Lacs and CMC (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs. 5.00 Lacs. So the price of CMC/AMC should be quoted according to the cost of equipment. The amount of CMC/AMC 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.

#### Maintenance

# It will be mandatory for the supplier to enter into a maintenance contract as applicable below:

- a. If the cost of the unit/instrument/equipment is less than INR Five Lakhs, then the supplier has to sign an annual maintenance contract with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 1 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.
- b. If the cost of the unit/instrument/equipment is more than INR Five Lakhs, then the supplier has to sign a comprehensive maintenance contract with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 3 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.

• Non-compliance of any of these conditions or any of the conditions mentioned in the document renders the purchaser to blacklist the supplier along with appropriate legal actions.

#### 11. <u>Downtime penalty Clause</u>

- During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute. If accessories/other attachments of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.
- In no case instrument should remain in non-working condition for more than 7 **days**, beyond which a penalty of **2% of machine cost** will be charged per day.

#### 12. 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.

#### 13. <u>Authorization</u>

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.

#### 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 hall 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 stand 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 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.** <u>Terms of payment:</u>

- 1. 70% of the purchase order value will be released after the successful and satisfactory supply & remaining 30% of the amount shall be released after the successful completion of the installment and commissioning of equipment & accessories and demonstration of the performance to the satisfaction of the concerned department.
- 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.

#### 20. Arbitration

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, 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 by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. 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, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

#### 21. 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.

Administrative Officer AIIMS, Raipur

#### **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. Client may also visit and inspect the manufacture set up as deemed fit.
- 2. Manufacturer should be, European CE & US FDA/EN ISO 9001 Certified. Dealers participating should enclose certificate from 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 5 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 and written in ink or typed against each item and should in no case be overwritten.
- ${\rm I}\,/\,{\rm We}$  hereby accept the terms and Conditions given in the tender

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(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			
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		
Α	Original Equipment Manufacturer's (OEM)			
	Prequalification:			
	<ul> <li>(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.</li> <li>(b) Please provide full details of factory /manufacturing units for each item for which the bid is invited.</li> </ul>			
4.	OEM must be a USFDA, European CE & ISO 9001Certified company consistently	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 5+ years of experience supplying and servicing products	Complete installation reports which are older than 2 years		
В	About the tender Offer			
7.	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> <li>Copy of the all the Supply orders.</li> <li>Satisfaction certificates (along with contact details) from atleast two institutions.</li> </ul>		
С	Tenderer's prequalification			
8.	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		
9.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling, and maintaining the equipment quoted for.	OEM's authorization letter		
10.	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		

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno- commercial bid
11.	Tenderers must submit letter from OEM mentioning to agree to provide all post-sale installation and maintenance support	Undertaking from OEM		
12.	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		
D	Tender Related			
13.	Details of the Earnest Money Deposit (EMD)			
	A. Schedule A - ₹ 18,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	B. Schedule B - ₹ 60,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	C. Schedule C - ₹ 5,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	D. Schedule D - ₹ 3,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	E. <b>Schedule E - ₹</b> 9,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	F. <b>Schedule F - ₹</b> 1,000/-	FDR/DD/BG No: Date: Bank: Payable at		
	G. Schedule G - ₹ 3,000/-	FDR/DD/BG No: Date: Bank: Payable at		
14.	Details of the cost of the Tender documents worth ₹ 5,000/-(Rupees Five Thousand Only)	DD/Pay Order No: Date: Bank: Payable at:		
15.	Whether each page of NIT and its annexure have been signed and stamped	*		
16.	Whether original catalogue of the equipment/instruments quoted with detailed data sheet enclosed.			
Е	Other Relevant Information required			
17.	Permanent Account Number	Copy of the PAN Card		

## <u>Sign of Bidder</u>

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno- commercial bid
18.	Please attach copy of last three years of Income Tax Return	Please attach copy		
19.	VAT/Service Tax Registration Certificate	Please attach copy		
20.	Acceptance of terms & conditions attached (Yes/No).	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</b> <b>tender will be rejected.</b>		
21.	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.			
22.	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. If you don't fulfil this criteria, your tender will be out rightly rejected.			
23.	Any other information important in the opinion of the tenderer			
24.	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)

## **Declaration by the Tenderer:**

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

Place:....

Date:....

#### (Signature of Tenderer with seal)

Name:

Address :

# "Paediatric Equipments" AIIMS, Raipur <u>FINANCIAL BID</u> <u>Schedule – A/B</u>

(In sealed Cover-II super scribed " Financial Bid ")

G			<u>`````````````````````````````````````</u>				TALL AD!	
S.	Item Description	Qty of	Unit Price in	Custom duty in	Taxes (if	Service Tax (if	Total Unit Price	Total price of (Unit
No.		units	INR	INR (if applicable)	applicable) VAT /	applicable) in INR	(including all taxes)	price x Quantity)
					Sales Tax/etc in	<b>11</b> <i>i</i>		1 C V
					INR			
1	2	3	4	5	6	7	(4+5+6+7)=8	(3x8) = 9
Α	Bubble CPAP	02						
В	Transport	01						
	Incubator +							
	Ventilator							
	Five Years Warrant	7						
	The rears warranty	y						
	CMC Total for Five Years (Details is to be mentioned in separate Table)							
	Total*:							
1								

The Total \* will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE WITH NAME AND SEAL

## "Paediatric Equipments" AIIMS, Raipur <u>FINANCIAL BID</u> <u>Schedule-D/E</u>

(In sealed Cover-II super scribed "Financial Bid ")

G						/		
S.	Item Description	Qty of	Unit Price in	Custom duty in	Taxes (if	Service Tax (if	Total Unit Price	Total price of (Unit
No.		units	INR	INR (if applicable)	applicable) VAT /	applicable) in INR	(including all taxes)	price x Quantity)
					Sales Tax/etc in		× 8 /	1 C 57
					INR			
1	2	3	4	5	6	7	(4+5+6+7)=8	(3x8)=9
D	Capillary Centrifuge Machine with Hematocrit Reader	01						
E	Micromethod Bilirubin Analyser	01						
	Five Years Warranty	/						
	AMC Total for Five Years (Details is to be mentioned in separate Table)							
	Total*:							

The Total \* will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE WITH NAME AND SEAL

## "Paediatric Equipments" AIIMS, Raipur <u>FINANCIAL BID</u> <u>Schedule-C/F/G</u>

(In sealed Cover-II super scribed " Financial Bid ")

a						/		
S.	Item Description	Qty of	Unit Price in	Custom duty in	Taxes (if	Service Tax (if	Total Unit Price	Total price of (Unit
No.		units	INR	INR (if applicable)	applicable) VAT /	applicable) in INR	(including all taxes)	price x Quantity)
				( <b> []</b>	Sales Tax/etc in		(g,	F
					INR			
1	2	3	4	5	6	7	(4+5+6+7)=8	(3x8) = 9
	_		-		-		(	()
С	Weighing Machine	02						
Ŭ	weighing Machine	02						
F	Infantometer	03						
-	mantometer	05						
G	Stadiometer	02						
	Five Years Warranty							
	Total*:							
	i otai i							

The Total \* will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE WITH NAME AND SEAL

#### PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) <u>AFTER EXPIRY OF WARRANTY</u> (RATES SHOULD BE OUOTED IN INDIAN RUPEES ONLY)

Sr No	SME Code No.	Name of the Equipment	For Sixth year with spare parts & labour	For Seventh year with spare parts & labour	For Eighth year with spare parts & labour	For Ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature Name in Capital Letters Designation

#### PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT (A.M.C) AFTER EXPIRY OF WARRANTY (RATES SHOULD BE OUOTED IN INDIAN RUPEES ONLY)

Sr	SME	Name of	For Sixth	For Seventh	For Eighth	For Ninth	For Tenth
No	Code	the	year with				
	No.	Equipment	spare parts				
			& labour				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
					(-)	(-)	(-)
						()	(-)
	~					()	

Place:

Date:

Signature Name in Capital Letters Designation

#### **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.
- 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 Maxillofacial Surgery Instruments . 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 :	

Name : Seal : Address:

#### **Annexure-I**

#### **TECHNICAL SPECIFICATION FOR PAEDIATRIC EQUIPMENTS**

#### **TECHNICAL SPECIFICATIONS**

#### SCHEDULE- A BUBBLE CPAP (2 Nos.)

Schedule	Name of Equipment	Specifications Required for the Equipment to be purchased
A	Humidifier : Patient circuits	<ul> <li>Should be light weight, easily portable, sturdy and easy to maintain.</li> <li>Should automatically regulate the necessary temperature (37°C)</li> <li>Should have a closed system for filling-up the required water level</li> <li>Should display the chamber temperature and/or the temperature at patient end</li> <li>Should have ports for attaching a temperature probe as well as heater wire</li> <li>Thermoregulation – with both manual and servo modes; (temperature probe heater course, and a thermostat mechanism)</li> </ul>
	•	<ul> <li>(temperature probe, heater source, and a thermostat mechanism are essential)</li> <li>Oxygen therapy – air/oxygen blender and flow meter, oxygen cylinder</li> <li>Suction – suction device that can function even without power (e.g. using <i>Venturi</i>)</li> <li>Internal light – for illumination</li> <li>Ventilator – basic ventilator with at least CPAP and IMV modes with controls for CPAP/PEEP, PIP, rate, Ti and FiO2.</li> </ul>
	Power system:	<ul> <li>Rechargeable battery with charge lasting for at least 4-6 hours</li> <li>The battery should be capable of recharging from mains as wells as the ambulance power source</li> <li>It should be able to run the following equipments when disconnected from the power source: heater, suction machine, and ventilator</li> </ul>
	Display:	• Temperature of the baby and heater output
	Other features:	<ul> <li>Fitting rail for accessories</li> <li>Straps for baby</li> <li>Sturdy wheels for easy portability</li> </ul>
	Maintenance	<ul> <li>Check list for preventive maintenance</li> <li>Service and AMC</li> </ul>

#### Schedule Name of **Specifications Required for the Equipment to be purchased** Equipment В Double wall transparent canopy with mattress, mount on 1) stretcher Front and head access door, slide-out mattress tray 2) With baby restraining straps 3) Warm air circulation system 4) Bacterial filter to remove air born particles 5) Incubator air temperature monitoring and servo control : 25 6) to 38 deg C ,increments 0.1deg C 7) Digital displays outside shows air temperature Ventilator - basic ventilator with at least CPAP and IMV 8) modes with controls for CPAP/PEEP. PIP, rate. Ti and FiO2 Two 10L integrated oxygen cylinders, regulator and flow 9) meter Audiovisual alarms: high /low air temperature, temperature 10) sensor failure, power failure and low battery Construction dismantable allows frequent washing and 11) disinfection of the incubator 12) Battery and AC supported. Should have facility for IV stand. 13) Power requirements : 220V / 50 Hz and internal re-14) chargeable batteries (autonomy 4-6 hrs) The battery should be capable of recharging from mains as 15) well as the ambulance power source 16) It should be able to run the following equipment when disconnected from the power source: heater, suction machine 17) Adjustable stand height. Water tank of at least 1 L. 18) 19) It should be US FDA or European CE approved product. Supplied with: 1. 5 x spare air temperature probe. 1 x spare rechargeable battery. 2 x empty 10 L oxygen cylinders. 2. 2 x spare set of fuses.

#### SCHEDULE- B TRANSPORT INCUBATOR + VENTILATOR (1 Nos.)

#### SCHEDULE- C Weighing Machine (2 Nos.)

Schedule	Name of Equipment	Specifications Required for the Equipment to be purchased
C	Weighing Machine	<ul> <li>Capacity : 150 kg</li> <li>Minimum graduation : 100 g</li> <li>Tare , auto hold body mass index function</li> <li>Automatic zero setting</li> <li>Operable on mains and rechargeable batteries</li> <li>Stadiometer (with heat rod) attached to weighing scale</li> <li>Remote display( at least 2 meter)</li> </ul>
		<ul> <li>Measuring range : 60-180cm –Graduation : 1mm</li> <li>Weighing measurements time &lt; 5 seconds</li> <li>CE/FDA/BIS approved product.</li> </ul>

#### SCHEDULE- D Capillary Centrifuge Machine with Hematocrit reader (1 No.)

Schedule	Name of	Specifications Required for the Equipment to be purchased
Schedule D	Name of Equipment Capillary Centrifuge Machine with Hematocrit reader	<ol> <li>Specifications Required for the Equipment to be purchased</li> <li>Benchtop centrifuge for quick assessment of hematocrit on microcapillary blood samples.</li> <li>Rotation upto 16,000 rpm adjustable in increments of 100</li> <li>Timer settable in minutes, maximum preset 99 minutes</li> <li>Safety lid-lock feature and emergency lid release</li> <li>Motor overheating protection and imbalance shut-off</li> <li>Digital display shows rpm and time</li> <li>Angle rotor, 24 positions, maximum approx 16000 rcf</li> <li>2 hematocrit readers</li> <li>Noise level less than 40 dB</li> </ol>
		<ol> <li>Power requirement: 220V/50Hz</li> <li>Should be CE/FDA/BIS approved product.</li> <li>Supplied with each unit:         <ol> <li>10x pack of sealing compound for micro capillary tubes</li> <li>10 spare sets of fuses</li> <li>Carbons: 5 pairs.</li> <li>10 pack of heparinised capillary tubes</li> </ol> </li> </ol>

Schedule		Spacifications Dequired for the Equipment to be purchased
Schedule	Name of Equipment	Specifications Required for the Equipment to be purchased
E Micromethod	1. Bench top point- of –care bilirubin meter	
	Bilirubin Analyser	2. Direct reading photometery determining total bilirubin in serum
		/plasma
		3. Uses any commercially available capillary tubes
		4. On switch off and auto off
		5. Automatic calibration setting between measurements.
		6. Dual wavelength measurement : 460 nm and 550 nm
		7. Correcting for Hb at 550nm
		8. Main light source , 5W tungsten lamp
		9. Measuring range : 0to 700 $\mu$ mol/L or 0 to 40 mg/100mL
		10. Accuracy equivalent to laboratory spectrophotometer (approx.
		±5%)
		11. Read out switchable between mg/100 ml and $\mu$ mol/L
		12. Analysis time : less than 5 sec.
		13. should have silicon photo diode.
		14. Large LED display readable in low light working situations, display
		cover durable plastic
		15. Power requirements : 220 V/ 50Hz (with adapter)
		16. ISO 9001 certified manufacturer (certificate to be submitted)
		17. Should have data storage of latest 100 results, interface USB port,
		built in calendar , printer and timer.
		18. Should be CE/FDA/BIS approved product.
		Supplied with
		<b>1.</b> 3 x reference solution packages
		<b>2.</b> 10 x pack of sealing compound for micro capillary tubes
		<b>3.</b> 2 x spare lamps
		<b>4.</b> 2 x dust covers
		<b>5.</b> 10 x spare set of fuses
		<ol> <li>6. 10 pack of heparinised capillary tubes.</li> </ol>
		<b>7.</b> 30 columns of thermal paper.

#### SCHEDULE- E Micromethod Bilirubin Analyser (01 Nos)

Schedule	Name of Equipment	Specifications Required for the Equipment to be purchased
F	Infantometer	1. Measuring length of babies and infants
		2. Measuring length 33 to 100 cm
		3. Graduation 1 mm
		4. Baby surface curved to place the babies in right position
		5. Edges not sharp to prevent injury to the baby
		6. The head and foot positioners lockable.
		7. Should be ISO 9001 certified
1		

### SCHEDULE-F Infantometer (03 Nos.)

#### SCHEDULE- G Stadiometer (02 Nos.)

Schedule	Name of Equipment	Specifications Required for the Equipment to be purchased
G	Stadiometer	<ul> <li>Stadiometer (with head rod)</li> </ul>
		<ul> <li>Measuring range : 20-205cm –Graduation : 1mm</li> </ul>
		• Weight-3.6 KG
		Robust platform for stand
		CE/FDA/BIS/ISO approved product.

#### MANUFACTURER's / PRINCIPAL'S AUTHORIZATION FORM (Clause C (12) of the tender)

То

The Administrative Officer, All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: \_\_\_\_\_\_

who are we, \_\_\_\_ established reputable and manufacturers of having factories at and\_ hereby authorize Messrs. (name and address of agents) to bid, negotiate and conclude the contract with you against goods Tender No.\_\_ for the above manufactured by us. No company firm or individual other than Messrs. or 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.