



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur- 441108

Email: - procurement@aiimsnagpur.edu.in

Ph.No.0710-3295590

Notice Inviting Tender

For

Supply of “Radial Access Support System (Right Radial, Left Radial & Support attach table)” for department of Cardiology

At

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

| | |
|----------------------------------|--------------------------------------|
| Tender No | AIIMS-NAG/Cardio/Radial/OTE/24-25/02 |
| Published Date | 13/04/2024 at 05:00 PM |
| Bid Document Download Start Date | 13/04/2024 at 05:05 PM |
| Bid Submission Start Date | 14/04/2024 at 09:00 AM |
| Bid Submission End Date | 13/05/2024 at 03:00 PM |
| Bid Opening Date | 14/05/2024 at 03:00 PM |

SCHEDULE OF REQUIREMENT

| Sl. No. | Name of Equipment | Qty | Technical Specifications |
|---------|---|-------|--------------------------|
| 1 | Radial Access Support System (Right Radial, Left Radial & Support attach table) | 1 No. | As per Annexure-I |

Note:

- Online Tenders in Two bids (Technical & Financial) are invited on behalf of The Executive Director, All India Institute of Medical Sciences, Nagpur for “**Supply of “Radial Access Support System (Right Radial, Left Radial & Support attach table)”** for department of Cardiology. Manual bids shall not be accepted.
- Tender document may be downloaded from AIIMS website www.aiimsnagpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
- Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Tenderer who has downloaded the tender from the AIIMS web site- www.aiimsnagpur.edu.in and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and tenderer is liable to be banned from doing business with AIIMS Nagpur.

The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).

6. Manual bid shall not be accepted in any circumstance.

- The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**
- Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery, AMC & warranty terms etc. whichever is applicable.
- Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.

11. EMD / Bid Security-

Money Deposit (i.e. ₹ 30,000/-) to be deposited in the form of Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee). Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. The Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "The Director, AIIMS, Nagpur". The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at Store Office, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur prior to opening of tender.

-No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur in respect of any previous supply will be entertained.

Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited

- Tenders without Earnest Money will be summarily rejected.
- No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.
- If MSME firm (only Micro and Small Enterprises) is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum/Udyam issued by MoMSME.
 - i) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.
- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
- EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid; he shall also extend the validity of EMD suitably.

12. Tenderer must provide evidence of having supplied similar items in the last three financial years (i.e. FY 2020-21, 21-22, 22-23) in any central/state government institute copy of the PO should be uploaded without hiding the price.
13. The total average annual turnover of **Rs. 30 Lakh** and copies of authenticated balance sheet of last three financial years (i.e. FY 2020-21, 21-22, 22-23) duly certified by CA with UDIN number as mentioned in tender document should be uploaded.
14. **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.
15. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST Registration Certificate.
16. Bidder must be provided a certificate on letter head that you have not quoted the price higher than previously supplied the quoted item to any government Institute/Organisation/reputed Private organisation in recent past. If you don't fulfill this criteria, your tender will be out rightly rejected.
17. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
18. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order. 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 as per Institutes norms.
19. In the event of any dispute or difference(s) between the Purchaser (AIIMS Nagpur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Executive Director/AIIMS/Nagpur 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.

20. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
21. All disputes shall be subject to Nagpur Jurisdiction only.
22. **AIIMS Nagpur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
23. The Tender/Bid will be opened on Store office at AIIMS Nagpur Premises.
 - i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
 - ii) 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 bid.
24. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

25. Award of Contract

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
26. Normal comprehensive warranty/guarantee and CAMC (if applicable) shall be applicable to the supplied goods as per Annexure-I.

27. Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time) and F. No. Z.28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

- (i) **Minimum local content:** The minimum local content shall as per Government of India Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time) and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.
- (ii) **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
- (iii) The bidders are required to submit the following annexure in compliance of public procument (Preference to Make in India) order, 2017: Affidavit of self-certification regarding local content (to be provided on firm's letter head as per **Form - D**).
- (iv) **(All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time).**

28. Abnormal Bid:

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. AIIMS, Nagpur will seek written clarification from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirement of the Tender Document. If, after evaluation the price analyses, procuring entity determines that substantively failed to demonstrate its capability to Tender Document Procuring Organization deliver the contract at the offered price, the AIIMS shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

- 29. Land Border Sharing** – as per Certificate regarding compliance Rule-144 (xi), any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Bidders to submit self-declaration on their letter head as per **Form C**
- 30.** Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
- 31.** The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
- 32. A brochure displaying clearly the product is to be attached with the tender if required.**
- 33.** In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Nagpur through e-mail: procurement@aiimsnagpur.edu.in on or before end date of clarification as per critical date sheet.
- 34.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Administrative Officer

AIIMS, Nagpur.

Other Terms & Conditions:**1. Pre-Qualification Criteria:**

- i. Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- ii. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded.

2. Performance Security Deposit (PSD):-

The Successful Contractor will be required to furnish equivalent to an amount @ **5%** of contract value as a performance security in the form of **Insurance Surety Bonds, Account pay Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** from any Nationalized Bank duly pledged in the name of the "**The Director, AIIMS Nagpur**" payable at Nagpur within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. 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. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

- 3. Delivery/ Installation:** The successful bidder should strictly adhere to the following delivery schedule. Supply, installation & commissioning should be effected within 60 days from the date of purchase 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 Liquidation Damages will be imposed as per clause no. 4. Purchase order will be placed as required by consignee.
- 4. Liquidation Damages:** If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.
- 5. Right of Acceptance:** AIIMS, Nagpur 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, Nagpur also reserves the rights to accept all the item/consumable/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
- 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. Risk Purchase & Recovery of sums due to:**
 - 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 or 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.
- 8. Installation & Warranty Declaration:** Suppliers must give the comprehensive onsite warranty as per Annexure-I as required from the date of successful installation of item/equipment against any manufacturing defects. In the installation report the model number of instrument and all spares parts/ accessories numbers should be in the line of purchase order. And suppliers must be written in the warranty declaration that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document." If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges

(shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order.**

- 9. Communication of Acceptance:** AIIMS, Nagpur 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.
- 10. Guarantee/Warranty, Service, Maintenance:** The tenderers must quote for 5 years onsite warranty for the equipment 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 bid shall be summarily rejected. Also, the Bidders should submit their quote for subsequent 5 years onsite CAMC (include free labour, repair other services & spare parts) but it should not be more than 7% per year of quoted unit price otherwise offer may be summarily rejected. Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taken into account on basis price and post warranty CAMC. The payment of CAMC would be released to the supplier on successful completion of the maintenance of that particular year, if duly certified by the user department.
- 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, Nagpur shall have the power to terminate the contract without any prior notice.
- 12. 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, Nagpur party may, at least option to terminate the contract.
- 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 contract without assigning any reasons thereof and nothing will be payable by AIIMS, Nagpur. In that event the security deposit shall also stand forfeited.
- 14. Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable.
- 15. Right to call upon information regarding status of contract:** The AIIMS, Nagpur will have the right to call upon information regarding status of contract at any point of time.
- 16. Payment Terms:** - 100% (hundred percent) payment on receipt and acceptance of material in good condition by the concerned department subject to submission of following documents: -
- Bill in triplicate along with supporting vouchers.
 - Store Receipt Certificate issued by stores, and
 - Installation/Inspection Report issued by the concerned department.
- 17. GST**
GST rates applicable on your quoted item may please be informed. Please confirm if there is any (Upward/Reduction) in your Basic Price structure. And you are also requested to pass the Input Credit as per the following Anti Profitering Clause of GST. **“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Nagpur by way of commensurate reduction in the prices”.**

18. No payment shall be made for rejected stores. Rejected item/consumable/equipment 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/disposed of at the risk and responsibility of the suppliers without notice.

19. Fall Clause:

i. 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 or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after awards.

ii. 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 consumable/equipment's 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 their own cost.

20. Arbitration:

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

21. Legal Jurisdiction:

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

22. L1 will be decided on lowest quoted rate of equipment. However L1 vendor for the item has to match the price of L1 amount for CMC.

23. 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, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

24. Right to call upon information regarding status of work:

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

25. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

26. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

27. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

28. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.

29. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
30. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
31. Conditional bid will be treated as unresponsive and it may be rejected.
32. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
33. The bidder, once applied, will not be allowed to withdraw at any stage.
34. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
35. Please state whether business dealings with your firm presently stand banned, blacklisted by any Government organization and, if so, furnish relevant details (Refer **Form A**).
36. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
37. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Nagpur.
38. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

39. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- (b) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Nagpur, Maharashtra, India only.
- (c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Nagpur. The decision of the Arbitrator shall be final and binding on both the parties.
- (d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Administrative Officer
AIIMS Nagpur

1. Technical Bid (Check List)

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

| Sl. No | Particulars | Attached (Yes/No) | Page No | Remarks |
|--------|--|-------------------|---------|---------|
| 1 | Check list (Technical Bid) | | | |
| 2 | Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded. | | | |
| 3 | In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form B) should be uploaded. | | | |
| 4 | Copy of PAN Card & GST should be uploaded | | | |
| 5 | Firm/Company registration certificate should be uploaded | | | |
| 6 | Bid Security/EMD amount of Rs. 30,000/- in the form of DD/FD or UDYAM Registration certificate as per NIT document, if EMD exempted. | | | |
| 7 | Income Tax Return of last three Financial years (i.e. 2020-21, 2021-2022 & 2022-23) should be uploaded. | | | |
| 8 | Tenderer must provide evidence of having similar items in the last three Financial years (i.e. 2020-21, 2021-2022 & 2022-23) in any central/state government institute copy of the PO should be uploaded without hiding the price. | | | |
| 9 | Average Annual turnover of Rs. 30 Lakh & balance sheets of last three financial year (i.e. 2020-21, 2021-2022 & 2022-23) duly certified by CA with UDIN number as mentioned in tender document should be uploaded. | | | |
| 10 | Please provide a certificate on letter head that you have not quoted the price higher than previously supplied the quoted item to any government Institute/Organisation/reputed Private Organisation in recent past. If you don't fulfill this criteria, your tender will be out rightly rejected. | | | |
| 11 | "Declaration by the Bidder" (Form A) should be uploaded as mentioned in tender document. | | | |
| 12 | Relevant brochure/catalogue pertaining to the items quoted with full specifications to be uploaded. | | | |
| 13 | Self Certification of local content on firm's letter head as per Form "D" | | | |
| 14 | Technical Specifications Compliance Report (Form E) on letter head of bidder | | | |
| 15 | Certifications (as per tender specifications) i.e. USFDA/UKMOH/ISO | | | |
| 16 | Border sharing countries clause " Form C " to be uploaded on firm's letter head. | | | |

Price Bid

Price Bid Price bid in the form of BOQ_XXXX .xls

2. GENERAL CONDITIONS

1. Forms in all Annexure should be filled up properly. Every correction should invariably be attested by tenderer, failing which the tender will be summarily rejected.
2. The tenderer may quote the rates for one or more product of one or more manufacturing company for which authorized.
3. Total rates should be inclusive of all taxes and/or other charges, if any, as per the price bid - BOQ.
4. The rates quoted and accepted will be binding on the tenderer for stipulated period.
5. The details of the required items are shown in the list (Annexure-1).The rates quoted should not vary with the quantum of the order or the destination.
6. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.
7. The rates quoted and accepted will be binding on the bidder for full contract period of one year from the date of signing of agreement and extendable period of 1 year by mutual consent with bidder, any increase in price will not be entertained till the completion of contract. Accordingly, this clause will be applicable for all orders placed during the currency of contract.

3. SUPPLY CONDITIONS AND DELIVERY PERIOD

1. Purchase orders along with the delivery destinations will be placed on the successful bidder at the discretion of the Ordering Authority.
2. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order.
3. The supply should be completed within stipulated time period mentioned by the user department and this clause should be strictly adhering to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause. Unloading of material will be arranged by supplier.
4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, AIIMS Nagpur reserves the right to place purchase order (partially/fully) on alternate source at the risk and cost of the defaulting bidder.
5. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt. Tender inviting authority is not responsible for the stock of the Product received, for which no order is placed.
6. The bidder shall take back (Reverse distribution), items which are not utilized by the tender inviting Authority within the shelf life period will have to be replaced by the bidder at their cost. Slow moving items may be asked for replacement with approved items of the discretion of AIIMS Nagpur.
7. If at any time the Bidder has, in the opinion of the Tender inviting authority/ordering authority, delayed the supply of item due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the item may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Bidder within 11days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.

4. PENALTIES PROVISIONS

1. 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.

2. If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on Delivery Challan. Such damaged material should be replaced by the supplier within 14 days from the date of noting on Delivery Challans or rejection advice issued by consignee or else subsequent to no replacement in 14 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

3. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

5. BLACKLISTING PROCEDURE

1. Non-performance of any tenderer conditions will disqualify a bidder to participate in the next tender.
2. To assess the correctness of the test results be in given by the Bidders laboratory, samples would also be taken and sent randomly to AIIMS Nagpur empaneled laboratory. If there is any variation in the analytical reports furnished by empaneled laboratories, (either pass or fail) with submitted C.O.A, Bidders shall be black listed for two years besides forfeiture of security deposit, after giving due opportunity to the concerned bidders.
3. If it is revealed that Bidder is involved in any form of fraud and collusion with the empanelled laboratory of AIIMS, the Bidder will be blacklisted for five years. The tenderer shall also be liable for action under criminal law and matter will be informed to drugs controller for penal action against them.
4. AIIMS, Nagpur will be at liberty to terminate the contract without assigning any reasons. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
5. In all matters pertaining to tender, the decision of AIIMS, Nagpur shall be final and binding.
6. In event of any dispute arising out of tender, such dispute would be subject to the jurisdiction of civil court within NAGPUR.
7. In case of dispute or difference arising between AIIMS NAGPUR and Bidder relating to any matter arising out of or connected with this tender agreement, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act1996. The venue of arbitration shall be NAGPUR.

6. GST

GST rates applicable on your quoted item may please be informed. Please confirm if there is any (Upward/Reduction) in your Basic Price structure and you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. **“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Nagpur by way of commensurate reduction in the prices”.**

Technical Specification

| Sl. No | Description of item | Required Qty |
|--------|--|--------------|
| 1. | Made of Radiolucent Carbon Fibre and Plastic having a collective weight of 3.8 Kg with fully articulating arms and friction joints for superior adjustments. | 01 |
| 2. | The arm support should include a handle that is flexible and can be used to hyper-extend the arm of the patient for optimal positioning during radial access. | |
| 3. | Should consist of a vertical shield 71X51X23 cm, weighing 2.5 Kg with 0.50 mm Pb lead equivalence to prevent scatter radiation exposure. | |
| 4. | The vertical component should include a platform which forms the working surface for placement of operator's arm and all accessories during radial procedures. | |
| 5. | The board and arm support for left and right put together should measure 77X45X22 CM with a weight of 1.3Kg. | |
| 6. | USFDA/UK MOH/ISO Certified registered. | |

Additional conditions

- a) It should be in a ready-to inject sterile form with the Required Quality Control report sent along with each supply
- b) Door step delivery at AIIMS, Nagpur.
- c) The vendor has to supply the items as per the requirement of user department. The written communication will be done in this regard.

Note: The Quantity mentioned here is tentative it may increase or decrease based requirement of AIIMS, Nagpur.

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 NAGPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT NAGPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Nagpur-441108

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Nagpur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of..... AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of consumables etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of “The Director, AIIMS Nagpur” in the form of Bank Guarantee for Rs.....[5 % (Five percent)of the purchase value] which will be valid beyond 60 days of completion of warranty period from the date of supply, installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm_____ (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance/quality of the Injector Syringe, instrument/machinery, consumables etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Nagpur on demand and without protest or demur..... (Rupees.).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Nagpur (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.

We,(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Nagpur (Buyer).

Not with standing anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed` (Indian Rupees..... only).
- b. This Bank Guarantee shall be valid up-to.....(date) and date of claim should be beyond six month from the date of validity.

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Nagpur serve upon us a written claim or demand on or before..... (Date). This should be beyond six months from validity as (b) above.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at.....(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

FORM-A

Declaration by the Bidder:

I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Nagpur and/or prosecuted as per laws.

I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.

The bidder should not have been blacklisted before at any government organization

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 :

FORM-B

MANUFACTURER’S / PRINCIPAL’S AUTHORIZATION FORM

To
The Executive Director,
All India Institute of Medical Sciences Nagpur

Dear Sir,
TENDER: _____.

we, _____ who are established and
reputable manufacturers of _____, having factories at _____ and _____,
hereby Authorize Messrs. (Authorized Dealer/Sole Distributor/Supplier) _____ (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 bided for supply against
this tender by the above firm. The authorization is valid up to

Yours faithfully,

(Name)

For and on behalf of M/s. _____ (Name of manufacturers)/Principal

Form C

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorized signatory for this tender.

Certificate for Tender

Tender no.:- _____

Item name: - _____

'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.'

AND

We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered.'

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Nagpur.

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

***Note:** This clause is not applicable for Indian manufactures

Form-D

Format for Affidavit of Self Certification regarding Local Content in item to be purchase on letter head of bidder.

I _____ S/o, D/o, W/o _____ of
_____ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said consumables has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. consumables for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed (to be calculated based on total items quoted by bidder)**
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the consumables.
- xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized signatory

Form E

Technical compliance report should be submitted in following format:

| Item Sr. No As per Annexure -I | Item Description as per Tender Annexure-I | Complied Yes/No | Remark |
|---------------------------------------|--|------------------------|---------------|
| | | | |

For and on behalf of (Name of firm/entity)
Authorized signatory

Instructions for Online Bid Submission:

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
6. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120- 4200462, 0120-4001002.