

Rate Contract

For

Supply of Surgical Staplers

at

**All India Institute of Medical Sciences (AIIMS),
Jodhpur**

NIT No.	: Admn/RC/40/2017-AIIMS.JDH
NIT Issue Date	: 19th March, 2018
Last Date of Submission	: 19th April, 2018 till 03:00 PM
Date of Opening	: 20th April, 2018 at 03:00 PM
Pre-Bid Meeting	: 02nd April, 2018 at 03:30 PM

Tender documents may be downloaded from institute's web site www.aiimsjodhpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342 005, Rajasthan

Phone: 0291-2740741, Email: aoadmin@aiimsjodhpur.edu.in

Website: <http://www.aiimsjodhpur.edu.in>

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites Online bids in two bid system for Rate Contract for Supply of Surgical Staplers at the Institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Chapter I- Instruction to bidders

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process in online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. EMD Payment:

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 2,00,000/- (Rupees Two Lakh Only)** by way of Demand Drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of **"All India Institute of Medical Sciences, Jodhpur"**. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee / Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must delivered to AIIMS, Jodhpur on or before last date / time of Bid Submission.**

- a) In case, EMD is submitted by way of Bank Guarantee, it should remain valid for 45 days beyond bid validity period. Bank Guarantee should be payable at Jodhpur only.
- b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- c) 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 stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- d) The Tenders without Earnest Money will be summarily rejected.
- e) The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- f) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
- g) The EMD, in case of successful bidders shall be returned after submission of performance security and in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 45 days after award of contract. No interest will be payable by the AIIMS authorities on the EMD.

7. The Hard Copy of original document in respect of earnest money deposit etc. must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above. The bid without EMD will be summarily rejected.

8. Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 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.

- (a) In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
- (b) In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
- I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In procurements of goods not covered by subparagraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local

suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

9. **Minimum local content:** The minimum local content shall ordinarily be 50% till the Nodal Ministry prescribes a higher or lower percentage.
10. **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 15/06/2017 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.
11. The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Chapter VI.

12. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram / Fax /Email shall not be considered. No correspondence will be entertained in this matter.

13. Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- ii) Signed and Scanned copy of documents like Earnest Money Deposit
- iii) Duly Filled, Signed and Scanned copy of Technical Information and Undertaking as per Chapter IV.
- iv) Duly Filled, Signed and Scanned Copy of Technical Bid as per Chapter VI.

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - **Notice Inviting bids for Rate Contract for Supply of Surgical Staplers for All India Institute of Medical Sciences, Jodhpur**

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

- 2. "PRE – BID Meeting" with the intending bidders shall be held on 02nd April, 2018 at 03:30 P.M. onwards at Conference Hall, AIIMS Jodhpur.**
- 3.** Proposal for rate contract may be submitted in the prescribed format and all columns may be filled up. Incomplete proposals and tenders received after due date shall not be entertained. The Institute shall not be responsible for any postal delay and delay in receipt of the offer. Any bids received by the Institute which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, in any circumstances.
- 4.** Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
- 5.** The Manufacturers (OEMs) / principals offering for the Rate Contract may furnish the name and address of their local authorized distributor / dealer, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal, the bills raised by them against our purchase order will be accepted.
- 6.** Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.
- 7.** At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (<http://www.aiimsjodhpur.edu.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
- 8.** In case of supply of goods made through valid authorized dealer, their name & mail address may be declared / indicated in the tender.
- 9.** Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.

10. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Valid registration certificate of the firm of the Govt. / State Govt.
- (b) Duly filled format of Technical Bid as per Chapter – IV.
- (c) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- (d) Manufacturer Authorization Certificate must be attached by Bidder.
- (e) **Financial Status:** - **The annual turnover from similar jobs, of the firm should not be less than Rs. 1 crores average, in the last three consecutive years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.**
- (f) The technical bid should be accompanied by Demand Draft / Bank Guarantee of **Rs. 2,00,000/- (Rupees Two Lakh only) for EMD.**
- (g) Copy of Income Tax Return Acknowledgement for last Three years.
- (h) Copy of PAN Card
- (i) Copy of GST registration certificate.
- (j) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- (k) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (l) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- (m) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Financial Bid: The financial bid shall contain:

- (a) Price Bid Form [As per Chapter - VII] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

11. Signing of Tender :

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.

12. 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, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

13. 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.**

14. BID PRICES:

- (a) It should be submitted in form given in **Chapter VI**. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. packing, forwarding, postage and transportation) at F.O.R. AIIMS, Jodhpur and shall be fixed and final. Taxes, as applicable will be extra, which will be separately quoted in the bid, at the time of payment Income Tax or any other Tax payable shall be deducted at source.
- (b) The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the Institute.
- (c) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

15. TECHNICAL EVALUATION:

- (a) Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.
- (c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- (d) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

16. FINANCIAL EVALUATION:

- (a) The financial bid shall be opened of only those bidders who are found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (c) The AIIMS Jodhpur does not bind itself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. AIIMS Jodhpur, reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

17. AWARD OF CONTRACT: PLACEMENT OF ORDER

- (a) The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on individual item basis.

18. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

19. 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.

20. Right of acceptance:

The AIIMS, Jodhpur reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

21. Delivery:

Delivery of goods shall be made by the supplier within 60 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 week of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

22. Liquidated Damages

Supply of material will have to be completed within 60 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week or part thereof of delay shall be imposed if

supply made after expiry of delivery period subject to maximum 10% of the total value of relevant goods. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

23. Risk Purchase

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our NIT, AIIMS Jodhpur reserves the right to terminate contract for that item(s), forfeiture of security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills of existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

24. The Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

25. Performance Security:

The bidder shall require to submit the performance security after receipt of award of notification, in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Scheduled Bank for an amount of **Rs. 5,00,000/- (Rupees Five Lakh Only)**.

The security deposit of successful bidders will be kept for the period of two and half year from the date of award of the contract and shall be refunded without any interest on it within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

The security deposit can be forfeited by the 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.

26. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.

27. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of

happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

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

28. 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, Jodhpur shall have the power to terminate the contract without any prior notice.

29. 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, Jodhpur in that event the security deposit shall also stands forfeited.

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

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

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

To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of AIIMS, Jodhpur, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

32. Fall Clause:

If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in TAXES due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional TAXES so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender.

33. Arbitration:

If any conflict or difference arises concerning this agreement, its interpretation or 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 other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS Jodhpur. 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.

34. Legal Jurisdiction:

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

35. Periodicity/ Duration:

The Rate Contract is initially for a period of two (02) years and may be extended till new Rate Contract gets final. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

36. Other Conditions:

The successful firm will be required to do the work / job for a period of two years from the date of award the contract. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

37. The items will have to be supplied at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.

38. All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

39. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

40. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.

41. Material shall be delivered at the AIIMS, Jodhpur with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.

- 42.** If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will be allowed to submit the Manufacturer's Authorization Certificate, Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years. Rest document like Affidavit, EMD, GST Registration Certificate shall be submitted of the firm his own.
- 43.** Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Jodhpur.
- 44.** The selected tendering Firm/Agency/Company 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 taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Jodhpur.
- 45.** In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Purchase Committee reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
- 46.** The Specification of the item needed is mentioned in Technical Bid (Chapter - V). The payment would be made for actual supply taken and no claim in this regard should be entertained.
- 47.** If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the AIIMS, Jodhpur shall forfeit the EMD deposited with the technical bid.
- 48.** Full description & specifications, make / brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tendered must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.
- 49.** The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
- 50.** Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.
- 51.** The AIIMS, Jodhpur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

52. Disclaimer:

The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender.

The near relative for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouses
- (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.

53. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of Consumables and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating / comparing the rate of items consumed by the AIIMS, Jodhpur throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee when required. The committee will reject the quotations of the bidders whose quotation will not found of quality required by AIIMS, Jodhpur. AIIMS, Jodhpur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

Special Conditions:

- (a) Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.
- (b) GST and other Govt. levies will be paid extra as applicable by the supplier.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- (d) Payment of the bill will be made after receipt of the goods in satisfactory condition and inspection by the concern Committee.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.
- (h) Supply should be made from the latest batch of production with maximum life period & original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.

- (k) AIIMS Jodhpur reserves the right to conclude more than one rate contract for the same item.
- (l) AIIMS Jodhpur has the option to renegotiate the price with the rate contract holder.
- (m) AIIMS Jodhpur reserves the right to cancel rate contract for any or all items without assigning any reason thereof.

Inspection:

- (a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- (c) The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Sample/Demonstration:

The tenderers may be required to place samples of the consumables (without indicating price, clear marking of firm / agency name in each of item) when required by the Purchase Committee and Concerned Department of All India Institute of Medical Sciences (AIIMS), Jodhpur for quality evaluation and in case all the expenses will be borne by the tenderer. Purchase will be done only after the approval of the quality of the product by the Competent Authority. If required, failing which their bids/offer shall be rejected.

The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

Documents:

- (a) All pages of the Tender should be numbered and indexed.
- (b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- (c) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

Administrative Officer

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Concern		
2.	Whether the Firm is located in Jodhpur (Rajasthan). (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No. / Bank Guarantee No.: Validity Period (In case of Bank Guarantee): Dated: Drawn on Bank: Amount: (Rupees.....)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter V (Yes/No) (If NO, then please attach a list of quoted items with make and complete specification along with the Technical Bid without indicating price)		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Manufacturer Authorization Certificate		
11.	Non Blacklisting Certificate		
12.	Certificate for No Deviation		
13.	Certificate for Price Justification		
14.	Detail of Income Tax Return for 3 years		
15.	GST Registration Number (Enclose copy)		
16.	Drug License (If applicable on any item given in technical bid)		
17.	Market Standing Certificate		
18.	WHO GMP Certificate		
19.	USFDA Certification (If applicable for any item)		
21.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
22.	Authenticated proof of turnover of the firm; which should not be less than Rs. One (01) Crore average for the preceding last three years.		

23.	Permanent Account Number		
25.	Whether copies of authenticated balance sheet for the past three years enclosed		
26.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
27.	Any other information important in the opinion of the tenderer		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment 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)

Dated:

Place:

Undertaking

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.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

FORMAT FOR MANUFACTURER'S AUTHORISATION

Dated:

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Jodhpur
Industrial Area, Basni, Phase - II, Jodhpur (Raj.)

Reference: NIT No. Admn/RC/___/2017-AIIMS.JDH, Dated: __/__/____ for Rate Contract for Supply Surgical Staplers at AIIMS Jodhpur.

Subject: **Manufacturer Authorization Certificate**

Dear Sir,

Ref. Your NIT No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the Items/Category offered in the Quotation) having factories at _____, hereby authorize Messrs. _____ (name and address of the agent) to submit a Quotation, process the same further, enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name, address & contact detail of the manufacturer]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by AIIMS Jodhpur and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and AIIMS Jodhpur may imposed any action as per NIT rules.

Date :	Name :
Place :	Business Address :
	Signature of Bidder :
	Seal of the Bidder :

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

NIT No.:

I/We, M/s_____ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of AIIMS Jodhpur's tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in AIIMS Jodhpur's tender specification with associated amendments & clarification

[Signatures of the Bidder with Name, Designation & Company's Seal]

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

NIT No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

Chapter – V

Technical Bid

List of Surgical Staplers

S. No	Product Name	Specifications
1.	Surgical Wound Protector & Sleeve	Small 2.5-6 cm, Medium 5-9 cm Large in size 9-14 cm USFDA Approved
2.	Disposable Defogging System	Disposable Defogging Cleansing solution with 5 Min Warm Up Cycle , 5 Second treatment and 5 Hours life during surgery
3.	Single Incision Laparoscopic Surgery Port (SILS Port)	a. 5 mm Port (With 3-5 mm Cannula & 1-5 mm Obturator , b. 12 mm Port (With 12 mm Cannula & 12 mm Obturator c. 15 mm Port (With 15 mm Cannula & 15 mm Obturator, USFDA Approved.
4.	Specimen Retrieval Pouch	<ul style="list-style-type: none"> • For 10 mm Port • For 15 Port USFDA Approved
5.	Endoscopic Linear Cutter Gun with 12 compatible Cartridges	a. Laparoscopic liner cutter compatible with 30-35 mm/45 mm /60 mm vascular Cartridge b. With 12 Compatible Cartridge of various size as per need specified AIIMS, Jodhpur c. Price of single compatible cartridge should be also quoted. USFDA Approved
6.	Bladeless Trocar	Sizes: 5mm, 10mm, 11mm,12mm,15mm USFDA Approved
7.	Disposable Bladeless trocar 12mm.	Disposable Bladeless trocar 12 mm or 5-12 mm, with tissue separators, optical tip to eliminate blind entry.
8.	Disposable Bladeless trocar 5mm	Disposable Bladeless Trocar 5 mm size with tissue separators, optical tip to eliminate blind entry.
9.	Reusable Linear Cutter & Stapler	Size of 80mm (Metallic), USFDA Approved
10.	Reusable Linear Cutter Cartridge	Compatible with metallic linear stapler 80mm, USFDA Approved
11.	Reusable Linear Cutter Cartridge with Knife Module	Compatible with 55mm knife module reusable Ethicon stapler, USFDA Approved
12.	Disposable Linear Stapler with 12 compatible Cartridges	a. Size- 30 mm/45mm/60mm/90mm b. With 12 Compatible Cartridge of various size as per need specified AIIMS, Jodhpur c. Price of single compatible cartridge should be also quoted. USFDA Approved
13.	Disposable Linear Stapler with 12 compatible Cartridges (Vascular)	a. Size of 30 mm b. With 12 Compatible Cartridge of various size as per need specified AIIMS, Jodhpur

S. No	Product Name	Specifications
		c. Price of single compatible cartridge should be also quoted. USFDA Approved
14.	Circular Stapler Single Handle	Sizes: a. 21mm b. 25mm c. Size 28 +/- 1mm d. Size 33 +/- 2mm USFDA Approved
15.	Hemorrhoid Stapler	Hem Stapler, approx. 20 cc Cup size, Transparent anoscope with side marking and Bridge, 2 winged port, 3.5/4.8 mm Staple Height. USFDA Approved.

Chapter – VI

**Format for Affidavit of Self Certification regarding Local Content
(To be provided on Rs. 100/- Stamp Paper)**

I _____ S/o.D/o, W/o _____,
Resident 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 order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

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 Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said items 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 Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

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 authorities:

- i) Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued.
- iii) Article for which the certificate is produced.
- iv) Procuring entity to whom the certificate is furnished.
- v) Percentage of local content claimed.
- vi) Location at which local value addition is made.

I hereby declare that Local Content in the items quoted by me meets the minimum local content i.e. 50% except for the following items.

---[LIST OF ITEMS]---

For and on behalf of

(Name of firm/ entity)

Chapter - VII

Financial Bid

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

S. No.	Item Name	Specification (As per NIT)	Make	A	TAX %	B	A+B	Pack Size	MRP
				Price / Unit (Exclusive of TAX, INR)		TAX Amount (INR)	Total Price (Inclusive of TAX, INR)		

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the bidder with seal.