



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES Kalyani,
(West-Bengal)-741245**

Website: www.aiimskalyani.edu.in

E-Tendering Portal <https://www.tenderwizard.com/AIIMSKALYANI>

E-Tender Ref. No.: 406 /P-13040/1/22-23/Neurosurgery/ET- 07

Dated: 01/05/2023

**E-TENDER DOCUMENT for Non-stick Bipolar Forceps &
Cables for the Department of Neurosurgery to AIIMS,
KALYANI.**

INDEX

S.NO	DESCRIPTION		PAGE NO.
1	NOTICE INVITING TENDER		
2	SECTION - I	TENDER SCHEDULE	
3	SECTION - II	INSTRUCTION TO BIDDERS	
4	SECTION - III	TWO BIDS SYSTEM	
5	SECTION - IV	GENERAL CONDITION OF CONTRACT	
6	SECTION - V	TECHNICAL SPECIFICATION OF ITEMS	
7	SECTION - VI	INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BID	
8	SECTION - VII	CHECKLIST OF IMPORTANT DOCUMENTS	
279	SECTION - VIII	FORMAT FOR FINANCIAL BID	
10	SECTION - IX	FORMATS FOR BIDDERS (ANNEXURES FOR TECHNICAL BID)	



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E-TENDER DOCUMENT

Name of the E-Tender: Tender for Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI

Notice Inviting E-Tender

E-Tender No.: 406 /P-13040/1/22-23/Neurosurgery/ET-07

The Director, AIIMS Kalyani, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers/authorized dealer or reseller only through E-procurement solution portal of AIIMS Kalyani (<https://www.tenderwizard.com/AIIMSKALYANI>) on mutually agreed terms and conditions and satisfactory performance for supply & installation of the **Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery** at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Kalyani will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSKALYANI>

*For E-tendering Queries contact Representative of
ITI Limited (Kalyani).email: e-tender@aiimskalyani.edu.in*

PH :(033)2999-1575.

Section-I
TENDER SCHEDULE

1.1 Schedule of Tender:**Tender Ref.No. 406/P-13040/1/22-23/Neurosurgery/ET-07**

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani www.tenderwizard.com/AIIMSKALYANI , www.aiimskalyani.edu.in and CPP Portal www.eprocure.gov.in for downloading/participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	As per e-Tendering Portal of AIIMS KALYANI https://www.tenderwizard.com/AIIMSKALYANI
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	Hard copies of the filled up tender documents with all the mandatory documents in a sealed envelope superscripted as e-tender for Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery must be sent by speed post only to the following address: “ Chairperson Of procurement , All india Institute of Medical Sciences , Kalyani , NH-34 Connector , Basantapur , Saguna , PO-Ghoragacha , District-Nadia, West Bengal,741245 “
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSKALYANI In case the Scheduled date is declared Holiday The tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Kalyani	To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://www.tenderwizard.com/AIIMSKALYANI and payable to www.tenderwizard.com directly by the prospective Bidder.

Cost of Bid Document	:	Nil (can be Download from website)
Amount of Earnest Money Deposit (EMD)(in shape of DD format)	:	Rs. 12,000 /- (twelve thousand only), if the bidder exempted the EMD, in this situation only declaration to be submitted with proper supporting Documents.
Validity of Bid	:	180 (One hundred Eighty days from the date of bid opening)
Performance Security(in shape of FDR/BG)	:	5% of Awardee L1 Contract Value
Validity of Performance security	:	The performance security shall remain valid for a period of 14 month from the date of Award of Contract
Venue	:	All India Institute of Medical Sciences, Kalyani,(West-Bengal Nadia-741245

1.2 Important Dates:

Issue/Publishing Date	:	03/05/2023
Date & time of Pre-Bid Conference	:	12/05/2023, at 3: 00 pm. AIIMS ,Kalyani Campus
Start date and time of submission of e-tender (Bid)	:	03/05/2023 at 5: 00 pm
Last date & Time of Submission of e-Tender (Bid)	:	23/05/2023 at 01:00 pm.
Date & time of online Technical Bid opening of e-Tender	:	23/05/2023 at 2:30 p.m.
Technical Demonstration (compulsory)	:	As per requirement

Section-II
INSTRUCTION TO BIDDERS

2.1 The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.2 Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.

2.3 Exemption: Firms registered with NSIC are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective manufacturers have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption. EMD exemption is applicable for MSME having valid certificate under PPP for MSEs as per the latest MSME Order. Further, CPPP already has a provision of capturing UAM (Udyog Aadhar Memorandum) number issued by MSME of the vendors in order to identify themselves as MSME vendor. MSME vendors are to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012 for tender invited electronically through CPPP. Declaration of UAM number by the vendors on CPPP is mandatory.

2.4 EMD: Bidders need to deposit the EMD amount of **Rs. 12,000 (Rupees twelve thousand Only)** in the form of DD in favour of **“Executive Director, All India Institute of Medical Sciences, Payable at: State Bank Of India, AIIMS, Kalyani Branch (branch code: 63963)”** in a sealed envelope on or before the Date of Submission of Bid in the Tender Box kept in the Office of **Procurement-Cell, Ground Floor, Academic Block-1, AIIMS Kalyani-741245** and its legible scanned copy must be uploaded in the E-Tendering Solution.

AIIMS Kalyani will not pay any interest on any EMD Amount to bidder. The EMD of the successful bidder shall be returned after the receipt of DD Deposit and in case of unsuccessful bidders the same will be returned after award of the contract. The EMD of a Bidder will be forfeited, if a bidder withdraws bid after opening of Technical Bid/ misrepresents facts or submit fabricated/ forged/tampered/altered/manipulated documents.

The DD submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD DD should cover the liability period from last date of bid submission and should be valid for a minimum period of 180 days and claim date should be two months from expiry of DD validity period.

2.5 Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e., e-tender@aiimskalyani.edu.in. Or contact at Ph. (-033)29991575-24. The purchaser will respond in writing (e- mail) to any request for clarification, provided that such request is received **not later than 07 (Seven) days from the date of last date of bid submission.**

2.6 Pre-Bid Conference: All the prospective bidders shall attend the Pre-Bid Conference at AIIMS, Kalyani on **12 /05/2023 at p.m.**, Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website i.e. CPP Portal, Tender Wizard and AIIMS, KALYANI as "Corrigendum". Therefore, bidders are requested to submit their bids as per Revisions/changes/corrigendum if any, after the Pre-Bid Conference (PBC). No press advertisement will be made for corrigendum.

2.7 Amendments in Bidding Documents: At any time till **7(seven) days before the deadline for submission of bids,** the AIIMS, Kalyani may for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, KALYANI shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, KALYANI till 7(seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

2.8 Withdrawal of Bid: The Bidder can withdraw its Bid before the closure date and time of receipt of the Bid. The system shall not allow any withdrawal after expiry of closure time of the Bid.

2.9 Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 04th June 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.

2.10 Minimum local content:

The minimum local content shall as per Government of India Order No. P 45021/2/2017-B.E.-II dated 04th June 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.

2.11 Margin of Purchase Preference:

The margin of purchase preference shall be 20%. The Local supplier who's 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 04th June 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.

2.12. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017:

i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).
(Annexure-III)

2.13 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 04th June, 2020 (as amended from time to time).

Section-III

TWO BID SYSTEM AND CONDITIONS

3.1 Technical Bid: All required documents are to be submitted/ uploaded online. However, **the following documents in Original are to be sent to** Procurement-cell, Ground Floor, Academic (I) Block, AIIMS,

Kalyani-741245(West Bengal) **separately in a sealed envelope super scripted as: "e-Tender Ref. No.:**

406/P-13040/1/22-23/Neurosurgery/ET-07 and **Subject: TENDER FOR NON-STICK BIPOLAR FORCEPS & CABLE FOR THE DEPARTMENT OF NEUROSURGERY TO AIIMS, KALYANI**". The

sealed enveloped should reach on or before last date & time for submission of e-tender i.e., before the due date of submission of online bidding. **a.** EMD (Bid Security)

b. Undertaking for acceptance of all Terms & Conditions (Annexure-I).

c. Notarized affidavit on Indian Non-judicial stamp paper of ₹ 10/-as per Annexure-II.

d. Technical Literature/Catalogue & documents of the quoted items that is technically relevant and supportive to the bid.

e. Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase on Rs. 100/- Stamp Paper (Annexure-III)

f. The statement of deviation (Parameter wise) from the e-tender Technical Bid Specification-(Annexure-IV)

g. MANUFACTURER"s / PRINCIPAL"s AUTHORIZATION FORM Annexure-V.

h. The annual turnover statement (in the letterhead of the Chartered Accountant should be attached) as per Annexure-VI.

- i. Model Bank Guarantee Format for Bid Security (EMD) Annexure-VII.

(Note: All the copies of uploaded documents duly signed & stamped by the Bidder as per the sections of Tender document, must be filed in a ring binder, properly indexed with page numbers).

- 3.2** **Financial Bid:** The Financial Bid to be submitted on line as per prescribed format in Section VIII. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.
- a. The Rates are to be quoted in the given format “Section-VIII”.
 - b. All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.
 - c. The rates should be quoted in Indian Rupees in figure as well as in words only.
 - d. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
 - e. **L-1 will be decided on the lowest price excluding GST with cmc of each product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items.
 - f. The price in the Financial Bid to be quoted as per the formulation unit only as mentioned in the list of items.
 - g. The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.
 - h. An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

Section-IV

GENERAL CONDITIONS OF CONTRACT

1. Validity: The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

2. "PRE –BID Meeting" with the intending bidders shall be held **on 28th January 2023, from. Onwards at 10a.m.** in AIIMS, Kalyani. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Kalyani, **within 48 hours** after the pre bid meeting.

3. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 04th June 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.

5. Minimum local content:

The minimum local content shall as per Government of India Order No. P 45021/2/2017-B.E.-II dated 04th June 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. **6. Margin of Purchase Preference:**

The margin of purchase preference shall be 20%. The Local supplier who's 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 04th June 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.

7. The bidders are required to submit the following annexure in compliance of public procument (Preference to Make in India) order, 2017:

i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper). (Annexure-III) 8. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P45021/2/2017-B.E.-II dated 04th June, 2020 (as amended from time to time).

9. Delivery and Installation:

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Kalyani within 60 days from the date of issue of supply order.

ii) For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Kalyani within 90 days from the date of opening of Letter of Credit for shipment.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to maximum of 10% of the total order value.

The successful tenderer will also provide required training for supplied items at AIIMS Kalyani. The goods should be manufactured after adoption of latest technology.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely supply of the goods and performance of services, the supplier shall promptly inform the AIIMS, Kalyani for extension of the delivery schedule

Accordingly. On receiving the supplier's communication, AIIMS, Kalyani shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

8. Signing the Contract: - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

9. Performance Security: As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 10% of order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of "All India Institute of Medical Sciences, Kalyani" payable at Kalyani drawn on any Nationalized Bank/Scheduled Bank and payable at Kalyani within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).

10. Incidental Services: The supplier shall be required to perform the following services: - a. Installation & Commissioning, Supervision and Demonstration of the goods. b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

c. On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department. d. Supplying required number of operation & maintenance manual for the goods.

e. To provide non-locked open software ORIGINAL LICENCED SOFTWARE, FREE SOFTWARE UPDATRE, SOFTWARE VALIDITY EQUIVALENT TO MACHINE WARRANTY / CMC, WHICHEVER IS LATER

And standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.

11. Accessories & Consumables: The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.

12. After Sales Service: After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

13. Inspection:

a. AIIMS, Kalyani 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 Purchaser.

- b. AIIMS, Kalyani 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, Kalyani prior to the goods shipment.
- c. The Director, AIIMS Kalyani shall be the final authority to reject full or any part of the supply which is not confirming 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 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.

14. 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 purchaser 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 purchaser 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.

15. Manufacturer Authorisation: The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted for.

Performa attached at Annexure- IV.

- 16. The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).
- 17. The successful bidder will be required to submit order copies of the supply of the equipment in Government/private institutions in last 12 months for rate reasonability purpose.
- 18. Insurance: - The supplier shall make arrangements for insuring the goods against loss or damage incidental to Manufacture or acquisition, transportation, storage and delivery. If the equipment's is not commissioned and handed over to AIIMS, Kalyani within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Kalyani.

19. Tender Currencies:

- a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
- b. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.
- c. Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

20. Tender Prices: While filling up the columns of the Financial Bid, the following aspects should be noted for compliance: For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;

- b. Any GST or other taxes, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;
- d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid;
- e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- f. **No CMC.**

For goods offered from abroad, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;
- b. The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;
- c. The price of goods quoted for delivery at AIIMS, Kalyani as indicated in the List of Requirements, Financial Bid and

Consignee List;

- d. Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;
- e. The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Kalyani, as specified in the List of Requirements and Financial Bid; **HAS TO BE BEAR BY THE L1 BIDDER.**
- f. The charges for Incidental Services, as in the List of Requirements and Financial Bid;
- g. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- h. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

Additional information and instruction on Duties and Taxes: **HAS TO BE BEAR BY THE L1 BIDDER.**

The prices quoted are to be inclusive of GST/ taxes. However, any change in GST upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of actual quantum of GST. In case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

Customs Duty: **HAS TO BE BEAR BY THE L1 BIDDER.**

In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable. The bidder shall also indicate the corresponding Indian Customs Tariff Number/ HSN code applicable for the goods.

- a. For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.
- b. For insurance of goods to be supplied, relevant instructions as provided shall be followed.
- c. Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- d. The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Kalyani right to award the contract on the selected bidder on any of the terms offered.

e. Custom Duty as quoted in Financial Bid will be taken for comparison purpose. However actual reimbursement of Custom Duty will be lower of Custom duty/ taxes quoted or amount mentioned in Bill of Entry.

21. Custom Clearance: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. Transportation of goods up to AIIMS, Kalyani and its

successful installation and commissioning is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC.

22. Indian Agent:-If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

- a. The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.
- b. The details of the services to be rendered by the agent for the subject requirement.
- c. Details of Service outlets in India, nearest to the AIIMS, Kalyani to render services during Warranty and CMC period.

23. Firm Price

- a. Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- b. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

24. Conversion of tender currencies to Indian Rupees: - In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the

Reserve Bank of India for similar transactions, as on the date of „Last Date of Submission of Tender“.

25. Payment Terms:

i) Payment for goods supplied from India:

100% payment of the total order value shall be released after the successful installation/ commissioning of the ordered goods against the submission of the inspection report.

26. Guarantee / Warrantee Period: The Tenderers must quote for **05 years comprehensive warranty** (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price.

27. Uptime guarantee: The firm should provide uptime guarantee of 95%.

Downtime penalty Clause

- a. **No CMC.**
- b. The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

29. Arbitration: If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. **If attempts for conciliation do not yield any result within a period of 30 days**, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS, Kalyani. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of

Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

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, Kalyani, 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. 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, Kalyani in that event the security deposit shall also stands forfeited.
32. 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, Kalyani shall have the power to terminate the contract without any prior notice.
33. 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.
34. Bidder shall submit 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.
35. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
36. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
37. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer.
38. Conditional bid will be treated as unresponsive and it may be rejected.
39. Demonstration: - AIIMS Kalyani reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.
40. 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).
41. Applicable Law:
 - 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.
 - Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Kalyani. West Bengal, India only.
 - 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 Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Section-V**TECHNICAL SPECIFICATION OF ITEMS**

S.No	Item Description	Qty	Compliance (yes/no) for Bidder
1	Bipolar forceps premium, bayonet, tip 1.0mm, length 220mm, non-sticky, silver alloy	1	-
2	Bipolar forceps premium, bayonet, tip 0.3mm to 0.5mm, very fine, length 200mm, non-sticky, silver alloy	1	-
3	Bipolar forceps premium, bayonet, tip 0.6mm to 0.8mm, fine, length 220mm, non-sticky, silver alloy	2	-
4	Bipolar forceps premium, bayonet, tip 1.0mm, length 220mm, non-sticky, silver alloy	2	-
5	Cable	2	-
6	Bipolar forceps, straight, tip 0.5mm, L 105mm, 5mm cable, 28mm plug, with balanced weight centre of gravity (Disposable)	1 box (25 pieces)	-

Section-VI

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

7.1 General: The Special Instructions (for e-Tendering) supplement „Instruction to Bidders”, as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal www.tenderwizard.com/AIIMSKALYANI, <https://eprocure.gov.in> or www.aiimskalyani.nic.in.

7.2 Instructions:

- a) **Tender Bidding Methodology:** Two Stage Online Bidding
- b) **Broad outline of activities from prospective Bidders:**
 - i. Procure a Class III Digital Signature Certificate (DSC).
 - ii. Register on the e-Procurement portal www.tenderwizard.com/AIIMSKALYANI.
 - iii. Create Users on the above portal.
 - iv. View Notice Inviting Tender (NIT) on the above portal.
 - v. Download Official Copy of Tender Documents from the above portal.
 - vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI.
 - vii. Bid-Submission on the above portal.
 - viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSKALYANI’s Post-TOE queries.
 - x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).
- c) **Digital Certificates :** For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
- d) **Registration:** To use the Electronic Tender portal www.tenderwizard.com/AIIMSKALYANI, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).
 Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated
- e) The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.

- f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- h) The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

7.3 **Bid submission:** The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMSKALYANI> Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial).
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copies of duly filled price schedule as Annexure are to be uploaded.

Processing Fee: Firm have to pay processing fee as applicable (**As per applicable charge including GST**) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender

7.4 **Offline Submissions:**

The bidder is requested to submit the following documents offline to The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Kalyani (KALYANI) – 741245 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words „DO NOT OPEN BEFORE“ (due date & time).

- EMD-Bid Security in Original, in shape of FDR/BG only in favour of AIIMS, Kalyani, valid for a period 180 days.
- Documents as Per NIET.

7.5 **Public Online Tender Opening Event (TOE):**

The e-Procurement portal offers a unique facility for „Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) “ has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual „Tender Opening

Event" is therefore replaced with this superior and convenient form of „Public Online Tender Opening Event (TOE) “. The portal provides a unique facility of „Online Comparison Statement“ which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled „Online Tender Opening Event (TOE) “ covering all important activities of „Online Tender Opening Event (TOE) “. This is available to all participating bidders for „Viewing/Downloading“. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

- 7.6 **Important Note:** In case of internet related problem at a bidder's end, especially during „critical events“ Such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSKALYANI by the bidders in time, then AIIMSKALYANI will promptly reschedule the affected event(s).

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

- 7.7 **Other Instructions:**
For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

7.8 **The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:**

- i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
- ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
- iv. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, and Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Kalyani, if required, before participation in the online tendering.

Section-VII
CHECKLIST OF IMPORTANT DOCUMENTS

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
1	Details of Bidders as per Annexure-IX	Mention in Letter Head		
2	Name, Address, Email IDs & designation of the Authorized person for signing the bid documents.	Mention in Letter Head		
3	Name, Address, Email ID, Phone & Fax No. of Office/Go-down/Authorized supplier at Kalyani or within 50 Kms. radius of AIIMS, Kalyani.	Mention in Letter Head		
4	PAN No.	Attested copy of PAN Card		
5	GST Registration No.	Attested copy of GST Registration Certificate		
6	Annual Turn Over for last Three financial years.	As per Annexure-VI in the letter Head of CA along with copies of authenticated Balance Sheet & P&L Account for the last three Financial years.		
7	Details of the Earnest Money Deposit (EMD) Rs. 12000/- (Rupees Twelve Thousand Only)	DD copy		
8	Firms registered with NSIC are exempted from submission of EMD (subject to the financial limits Indicated in the NSIC certificate).	Attested copy of NSIC Registration Certificate		
9	Whether the firm is a registered firm under MSEs or SSI. MSME bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not.	Attested copy of MSE / SSI Registration Certificate. Document showing UAM		
10	Undertaking for acceptance of all Terms & Conditions In original (Annex. -I).	Annexure –I typed on Letter head		
11	Notarized affidavit as per (Annex. –II) on Indian Non-Judicial Stamp Paper of Rs.10/-	Notarized Affidavit		
12	Market Standing Certificate form as per (Annex. – III)	Attested copy of Certificate		
13	Manufacturing License Certificate	Attested copy of Certificate		
14	Any other information, if necessary			

Signature of the bidder with seal.

Place:

Date:

Section-VIII**Financial Bid*****Note:***

The price in the Financial Bid to be quoted per unit

The price to be quoted is inclusive of packing & forwarding, transit insurance, loading & unloading, labour charges and all other incidental charges up to delivery at Central Store, AIIMS Kalyani.

GST if applicable will be charged extra showing rate percentage separately against each item.

MRP (Maximum Retail Price) as per the manufacturer.

Certificate:

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute
3. That I/We shall supply the items of requisite quality and quantity as per PO placed.
4. That I/We undertake that the information given in this tender are true and correct in all respects

SL no.	Description	Qty.	Unit Price (INR)	Total Price (INR)
1	Bipolar non-stick bayonet 20cm 1.0mm str	2		
2	Bipolar non-stick bayonet 22cm 0.6mm str	2		
3	Bipolar non-stick bayonet 22cm 1.0mm str	2		
4	Cable bipolar 4mm 4m	2		
Gross Quoted Value				
Add:- GST@12%				
Net Quoted Value				
<u>Warranty:</u> 12 months from the Date of Supply against Manufacturing defects only.				

Place:

Signature of the bidder with seal.

Date:

Section-X FORMATS FOR BIDDERS (TECHNICAL BID) Annexure-I

Name of the E-Tender: For Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI.

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To,
The Director,
AIIMS Kalyani,
Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, and KALYANI-741245 to supply the approved awarded items in the approved prices to AIIMS Kalyani.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Kalyani, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Minimum @ 5% of contract value or (proportionately be decided by AIIMS, KALYANI) shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Kalyani on award of the contract from a Nationalized/Commercial Bank and shall remain in the custody of the Director, AIIMS KALYANI till the validity of the Contract period plus two month (i.e. for 14 months, extendable if required).
6. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
8. If I/We fail to execute the contract after receipt of NOA within stipulated time or fail to supply the stores in stipulated period the AIIMS Kalyani has full power to compound or forfeit the Bid Security/ Performance Security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Kalyani, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
14. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Kalyani (India) will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder

ANNEXURE-II

Name of the E-Tender: For **Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI**

UNDERTAKING

(To be executed on ₹ 10/- Non-judicial Stamp Paper duly attested by Public Notary)

I..... S/o, D/o, W/o.....
Resident of.....
.....

Do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director/authorized Signatory of M/s.....
2. No police case and/or case by CBI/FEMA/Income Tax/Sales Tax authorities are pending against the Proprietor/Partner/Director of the firm/company (Agency) and also against the firm/company.

(Indicate any convictions if any against the above persons or Firm/Company).

3. The Proprietor/Partner/Director of the firm/company (Agency) and also the firm/company has never been blacklisted/ debarred from any contract by any Government authority/organization.
4. I/We have not quoted the price higher than previously supplied to any Government Institute/Organization/ PSU/reputed Private Organization or rate of Rate contract with Govt.

Procurement Agency in recent past.

**Name &Signature
Seal of the participating Bidder
Company**

Affirmation/Verification

Notary Public

Annexure-III

Name of the E-Tender: For Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI

Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase 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 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 medical device 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. Medical devices for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- 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 medical device.
- 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

Annexure-IV

Name of the E-Tender: For Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI

Deviation Statement Form

The following are the particulars of deviations from the requirements of the tender Specifications.

Sl. No.	Item Code	Description	Specification as per Tender	Deviations	Remarks (including Justification)

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No deviation"

Note:

Annexure-V

Name of the E-Tender: For Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO
AIIMS, KALYANI

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

To
The Administrative Officer,
All India Institute of Medical Sciences, Kalyani

Sir,

TENDER: _____.

We, _____, who are established and
reputable manufacturers of _____, having factories at
_____ and _____, hereby authorize Messrs.
_____ (name and address of agents)

To bid, negotiate and conclude the contract with you against Tender
No. _____ for the above goods manufactured by us. No company or
firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the
contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against
this tender by the above firm.

The authorization is valid up to _____ yours faithfully,

For and on behalf of Messrs. _____
(Name of manufacturers)

Annexure-VI

Name of the E-Tender: For **Non-stick Bipolar Forceps & Cables for the Department of Neurosurgery TO AIIMS, KALYANI**

ANNUAL TURN OVER STATEMENT
(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of
M/S.....

Who is a manufacturer and bidder for I.V. Fluids as per audited Financial Statements are given below and certified that the statement is true and correct to the best of our knowledge and belief.

Sl.No.	Financial Year	Turnover in Crores (Rs) both in figures & words
1	2020-2021	
2	2021-2022	
3	2022-2023	

Signature of Auditor/Chartered Account:

Date:

Place:

(Name in Capital):

Seal Membership No:

- N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

ANNEXURE-VII

Model Bank Guarantee Format for Bid Security (EMD)

(To be executed on Non-Judicial Stamp paper of Rs.)

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: To Dated:

Last Date for Lodgment of claim:

Whereas M/s..... (Herein after called the "Bidder") has submitted their Offer/ bid for the supply of I.V. Fluids (herein after called the "tender") against the purchaser's tender enquiry No.....

KNOW A L L MEN by these pre sent that we..... (Bank), a body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Registered Office/ Head Office at are bound unto All India

Institute of Medical Sciences, Kalyani alias AIIMS Kalyani (herein after called the "Purchaser") in the sum of Rs.3, 00,000/- (Rupees Three Lac only) for which payment will and truly to be made to the said purchaser.

THE CONDITION OF THIS OBLIGATION ARE:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptance of his tender by the purchaser during the period of its validity: -

- a) If the Bidder fails to furnish the performance security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of two conditions, specifying the occurred condition or conditions.

We the..... (Bank)..... (Branch) undertake not to revoke the Guarantee during its currency except with the previous consent of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI in writing.

We the..... (Bank)..... (Branch). Further agree that a Mere demand by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, is sufficient for us.....

Branch at Kalyani to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us.....

Branch to decline payment to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI.

(Signature of the authorized officer of the Bank)

Name and designation of the officer with seal

Common Seal of the Bank is affixed this.....day of.....20.....

ANNEXURE-VIII (To be submitted on bidder's Letter head in Technical Bid) Details of Bidder

GENERAL INFORMATION ABOUT THE BIDDER				
	Name of the Bidder			
	Registered address of the Firm			
	State		District	
	Telephone No.		E-mail ID	
	Website			
Two Contact Persons Details				
	Name		Designation	
	Telephone No.		Mobile No.	
	Name		Designation	
	Telephone No.		Mobile No.	
Communication address				
	Address			
	State		District	
	Telephone No.		Email	
	Website			
Two Contact Persons Details for Authorized stockiest/dealer only for the purpose of supply				
	Name		Designation	
	Telephone No.		Mobile No.	
	Name		Designation	
	Telephone No.		Mobile No.	
Type of the Firm (please tick ✓)				
	Private Ltd.		Public Ltd.	Proprietorship
	Partnership		Society	Others, Specify

Registration No. & Date of Rag			
Nature of Business			
Manufacturer			
Direct Importer			
Name designation and address of the person(s) responsible to the Company as per Sec.34 of D & C Act 1940			
Name		Designation	
Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender.			Yes/No
Other relevant Information to be furnished in a separate sheet: - If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities.			
Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a. Name of the Bank :			
b. Full address of the Branch concerned :			
c. Account no. of the bidder :			
d. IFS Code of the Bank :			

Signature and seal of the Firm/organization

Place:

Date:

Annexure -XI

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Director of All India Institute of Medical Sciences Kalyani (hereinafter called "AIIMS Kalyani") having offered to accept the terms and conditions of the proposed agreement between AIIMS Kalyani

and (Hereinafter called "the said Vendor(s)") for the supply, installation & Commissioning of

(Hereinafter called "the said agreement") having

Agreed to production of an irrevocable Bank Guarantee for Rs

(Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender

No.....

1. We (Hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Kalyani an amount not exceeding Rs..... (Rupees Only) on demand by The AIIMS Kalyani.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable
Under this guarantee without any demure, merely on a demand from the AIIMS Kalyani stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.
Rs..... (Rupees only).
3. We, the said bank further undertake to pay the AIIMS Kalyani any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We,(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Kalyani under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Kalyani on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Kalyani that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government

against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Kalyani or any indulgence by the AIIMS Kalyani to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Kalyani in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Kalyani. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to

Rs.....

(Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the

Extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor (indicate the name of the Bank)
(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

**SD/-
Dr. Ajay Chhabra
(Chairperson of Procurement)
AIIMS, Kalyani**