अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI**

**ANDHRA PRADESH**

***A CAB under Ministry of Health & family Welfare, Government of India***

**Temp. Office: 1st Floor, Government Siddhartha Medical College, Service Road, NH-16, Gunadala, VIJAYAWADA, Andhra Pradesh.**

**Tender No. AIIMSMG/STORE/Tender/2020-21/ENT/AUDIOLOGY & SPEECH ROOM**

**NOTICE INVITING TENDER “PROVISION OF AUDIOLOGY & SPEECH ROOM FOR ENT DEPARTMENT” AT AIIMS, MANGALAGIRI**

**Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI** invites online tenders “For PROVISION OF AUDIOLOGY & SPEECH ROOM FOR ENT DEPARTMENT for ENT Department” to AIIMS MANGALAGIRI permanent campus as detailed below in complete accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

|  |  |  |
| --- | --- | --- |
| **Description**   |  | | --- | |  | | **Provision of audiology & speech room for ENT department.** |
| Type of Bid | Online Two Bid system |
| Tender Publishing Date | 17 /09/ 2020 |
| Last date and time for submission of Tender | 07 /10/ 2020 3.00 PM |
| Date and time for opening of tender | 07 /10 / 2020 4.00 PM |
| EMD | Rs.13,000/- |
| For viewing only detailed NIT and Qualifying Requirement, bidders may also visit our website | <http://aiims.euniwizarde.com>,  <http://aiimsmangalagiri.edu.in>  <https://eprocure.gov.in> (through Tender wizard of ITI ltd) |

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MANGALAGIRI**

Old TB Sanatorium Road, Mangalagiri Guntur (AP), 522503 (India)

*Website:* [*https://www.aiimsmangalagiri.edu.in/*](https://www.aiimsmangalagiri.edu.in/)*Email:[sr.storeofficer@aiimsmangalagiri.edu.in](mailto:sr.storeofficer@aiimsmangalagiri.edu.in)*

*Tendering Portal:* [*http://aiims.euniwizarde.com*](http://aiims.euniwizarde.com)*,*

**PROPOSAL FOR SETTING UP AUDIOMETRY ROOM IN THE DEPARTMENT OF ENT, AIIMS Mangalagiri**

**Purpose of the room :**

To perform the various audiological tests in the sound treated environment.

**DESIGN OBJECTIVE:**

* The intent of the ambient noise level requirements in the standard is to assure that the hearing test is conducted in an environment that will assure valid and accurate test results. This implies that the test environment must be in compliance with the stated background levels every time an audiometric test is performed.
* The room constructed shall be frequency balanced having various frequency panels for quality speech and high acoustical integrity.

**Space for the audiometry room :** Roomno.120 ENT, OPD

**Estimated cost :** Rs 6.5lakhs

**Tender Notice**

Tender No. AIIMSMG/STORE/Tender/2020-21/ENT/ audiology & speech room,

**Public Tender**

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of the following equipment’sthroughonlinee-procurementportali.e. [*http://aiims.euniwizarde.com*](http://aiims.euniwizarde.com)

**Table 1: -**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Item Description** | **Tentative Cost** | **EMD** |
| 1 | PROVISION OF AUDIOLOGY & SPEECH ROOM FOR ENT DEPARTMENT | Rs. 6,50,000 | Rs.13000 |
| Tenderer needs to deposit the EMD Amount in the Form of FDR/Bank Guarantee/DD in favour of “Director, AIIMS Mangalagiri”, Payable at Mangalagiri before last of submission of Tender. | | | | |

Bidders can download complete set of bidding document from e-procurement platform [*http://aiims.euniwizarde.com*](http://aiims.euniwizarde.com)

The Tender notice and Tender documents is also available in our website: [www.aiimsmangalagiri.edu.in](http://www.aiimsbhopal.edu.in/), [www.eprocure.gov.in](http://www.eprocure.gov.in/)

Bidders have to submit the bids online by uploading all the required documents through

[*http://aiims.euniwizarde.com*](http://aiims.euniwizarde.com)

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.

The Director, AIIMS Mangalagiri reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Senior Store Officer

For & on behalf of Director,

AIIMS Mangalagiri

**Manual bids will not be accepted under any circumstances**

|  |  |
| --- | --- |
| **LIST OF ANNEXURES** | |
| ANNEXURE -I | CHECK LIST FOR TERMS AND CONDITIONS |
| ANNEXURE -II | PRICE SCHEDULE |
| ANNEXURE – III | MANUFACTURER’S AUTHORISATION FORM |
| ANNEXURE –IV | BANK GUARANTEE FORM |
| ANNEXURE –V | POWER OF ATTORNEY |
| ANNEXURE –VI | FORMAT OF EXPERIENCE CERTIFICATE |
| ANNEXURE – VII | AFFIDAVIT |
| ANNEXURE-VIII | SPECIFICATIONS OF SOUND TREATED AUDIOLOGY ROOM |

**Notice Inviting Tender for Audiology & Speech Room for Department of ENT of AIIMS MANGALAGIRI**

1. All India Institute of Medical Sciences, Mangalagiri (AIIMS Mangalagiri) invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for Audiology & Speech Room for Department of ENT of the Institute. Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed Private Hospitals, institutions / autonomous bodies.
2. Complete Tender Document details is available on AIIMS Mangalagiri website i.e., [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in) or <http://aiims.euniwizarde.com> or <https://eprocure.gov.in> .

Any future clarification(s) and / or corrigendum(s) shall be communicated through the website [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in)&<http://aiims.euniwizarde.com>. For any query related with this Tender should be mailed to [sr.storeofficer@aiimsmangalagiri.edu.in](mailto:sr.storeofficer@aiimsmangalagiri.edu.in) For E – tendering Queries contact Representative of ITI Limited (Mangalagiri) Mr. Anil Kumar, Mob: 9355030613, Email Id: [ewizardanilkumar@gmail.com](mailto:ewizardanilkumar@gmail.com), Email: [sr.storeofficer@aiimsmangalagiri.edu.in](mailto:sr.storeofficer@aiimsmangalagiri.edu.in)

1. AIIMS Mangalagiri reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/number of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS Mangalagiri in this regard shall be final.

**Senior Store Officer**

**For & on behalf of Director,**

**AIIMS Mangalagiri**

**ELIGIBILITY CRITERIA**

1. Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender.
2. The bidder/manufacturer of the equipment offered should be in the business of the supplyand installation of same / similar equipment for the last five calendar years.
3. (a) The manufacturer should have completed at least three nos. installations of the quoted items in Govt. / Pvt. Institutions / Hospitals in India. The installations mentioned by the manufacturer in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.

(b)The bids quoted as the authorized representative of the manufacturer meeting the above criteria 3(a) should have also supplied and installed at least one installation of the quoted items in Govt. / Pvt. Institutions / Hospitals in India in last three years from the last date of submission of tender. The installations mentioned by the authorized representative in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.

1. The firm should be registered with service tax department/ GST.
2. The Bidder (manufacturer/supplier/dealer/contractor ) should have had average annual financial turnover of Rs. 2.00 Lakhs during the last three years ends 30 march 2020.
3. Bidders who have the capability to attend repairs of the equipment’s within the time mentioned in this bidding document and who are willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 48 hours from the time of reporting of the fault within the next 72 hours (total down time should not exceed 5 days in one instance). The bidders who have the capability to ensure the uptime mentioned in this document (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)
4. Bids of a firm/company that has been blacklisted by All India Institute of Medical Sciences – Mangalagiri or blacklisted/debarred by any other State / Central Government's organization shall not be entertained.
5. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender.

**Note:**

1. Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
2. Samples/Equipment of product offered may be submitted at the time of opening of technical bid before the technical bid evaluation committee. Financial bids of only those products will be opened whose samples qualify as per technical specification by the technical evaluation committee. However, the committee may call for the samples at any point of time.

**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

* + - 1. **PREAMBLE: -**
  1. **Eligibility of Bidders: -**This invitation of Bids is open to reputed foreign/ Indian manufactures or their authorized dealers/ sole selling agents/ Stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.
  2. **Availability of fund: -** Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee
  3. **Language of Tender: -**The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

* 1. **Eligible Goods and Services: -** All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
  2. **Tendering Expenses: -** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
  3. **Amendments to Tender Documents: -** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

Such an amendment will be notified on the website of [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in). or <http://aiims.euniwizarde.com> However, the same will be notified to the bidders who have already submitted their tender.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

* 1. **Clarification of TE Documents: -** A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser on any working day (Monday to Friday) between 3.00 to 5.00 PM.
     + 1. **Tendering System:** The tenders/Bids are to be submitted in two Parts i.e. Part - I & Part II

PART - I titled as TECHNICAL BID shall contain the complete technical specifications and details on the competency of the bidder and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidders for supplying and installing a trouble-free equipment meeting the quality standards and technical specification and the ability of the biddersfor providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

PART - II titled as PRICE BID shall contain only the ‘Price Bid Form’ in the prescribed Performa (Annexure –II) .

* + - 1. Quantity of items may increase or decrease. Director, AIIMS, Mangalagiri reserves the rights to purchase different sub items/ components of items from different bidders.
      2. The “Bidding Document” can also be downloaded from institute website [www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in) or <http://aiims.euniwizarde.com>.
      3. **Earnest Money Deposit (EMD):**

1. Earnest Money of as per schedule of requirement is required to be submitted in the form of DD/ FDR/Bank Guarantee from any scheduled Indian Bank favoring AIIMS, Mangalagiri (payable at Mangalagiri). **The EMD should reach office of Sr. Store Officer, 1st Floor, Government Siddhartha Medical College, Service Road, NH-16, Gunadala, VIJAYAWADA- 520008 , Andhra Pradesh on or before bid submission date.** No interest is payable on EMD / Bid security.
2. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest.
3. Cheque, Cash payment, Money Order, Fixed deposit etc. will not be accepted as EMD.
4. The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security.
5. For Imported Goods, Indian Agency Commission must be declared in financial bid.
6. The Bidder’s shall have to submit the following documents in technical bid: -
   * 1. Previous experience certificates along supply orders need to be submitted.
     2. Bidder must submit a compliance checklist along with the technical bid itself.

(Any tender offer without submission of above-mentioned document (i.e. i to vi) shall be rejected during technical scrutiny.)

* + - 1. **Performance Security Deposit:** The Supplier shall furnish PSD /PBG in the form of irrevocable bank guarantee, valid for a period of 15 months, equivalent to 5% of Cost of work to AIIMS, Mangalagiri.
      2. **Tender currencies: -** The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. If quoted in foreign currency, the same will be converted into Indian currency at the average exchange rate of RBI on the date of opening of Tender.
      3. **Tender Prices: -** The Bidder shall indicate on the Price Schedule provided under Annexure I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filledup as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance.
    1. For domestic goods or goods of foreign origin located within India, thepricesinthecorresponding price schedule shall be entered separately in the following manner:
       1. the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly origin quoted ex-showroom etc.;
       2. any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
       3. charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a periodincluding 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
    2. **Additional information and instruction on duties and Taxes: -** If the Bidder desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
    3. **Excise Duty: -**
       1. If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
       2. If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the bidder must clearly mention the same and also indicate the rate and quantumof excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
       3. Subject to sub clauses 11.1.3 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaserby the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc.if any obtained by the supplier.
    4. **Sales Tax: -** If a bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
    5. **Octroi Duty and Local Duties &Prices: -** Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
       1. **Firm Prices: -** Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, asregards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 11 will apply.
       2. **Alternative Tender: -**
       3. Alternative Tenders are not permitted.
       4. However, the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
       5. Only one bidder is permitted to quote for the same manufacturer irrespective of models.
       6. **Tender validity: -** The tenders shall remain valid for acceptance for a period of 120 days (One hundred and Twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

* + - 1. **Late Tender: -** A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.
      2. **Alternation and Withdrawal of Tender: -** The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.
      3. **Scrutiny and Evaluation of Tenders: -**
    1. Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
    2. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
    3. The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
    4. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not the meet the basic requirements, are liable to be treated as non – responsive and will be rejected.
       1. **Non- responsive tender: -**The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
    5. Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
    6. Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization Form.
    7. Bidder has not agreed to give the required performance security of required amount in an acceptableform for due performance of the contract.
    8. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
    9. Poor/ unsatisfactory past performance.
    10. Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
    11. Bidder is not eligible as per eligibility criteria.
    12. Bidder has not agreed for the delivery terms and delivery schedule.
        1. **Minor Infirmity/Irregularity/Non-Conformity:** If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder, asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
        2. **Discrepancies in Prices:**
    13. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
    14. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
    15. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 20a and 20b above.
    16. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored
        1. **Comparison of Tenders:** The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.
        2. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**
    17. The purchaser’s evaluation of a tender will include and take into account the following:
        1. In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Service Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
        2. In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
    18. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsivetenders.
        1. **Bidder’s capability to perform the contract:**
    19. The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is morethan one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
    20. The above-mentioned determinations will inter-alia take into account the bidder’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
        1. **Contacting the Purchaser:**
    21. From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
    22. In case a bidder attempts to influence the purchaser in the purchaser’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
        1. **Purchaser’s Right to accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.
        2. **Notification of Award/Letter of Intent (LOI)**
    23. Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Institute.
    24. The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will forfeited and the award will be cancelled.
    25. The Notification of Award shall constitute the conclusion of the Contract.
        1. **Issue of Contract:**
    26. Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful bidder.
    27. Within twenty-one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated.
        1. Non-receipt of Performance Security and Contract by the Purchaser/Consignee: Failure of the successful bidder in providing performance security and / or returning contract copy not duly signed shall make the bidder liable for forfeiture of its EMD.
        2. **Return of EMD:** The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest.
        3. **Corrupt or Fraudulent Practices:** It is required by all concerned namely the Consignee/ Bidders/ Suppliers etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows: -

“**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;

“**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

* + - 1. Bidder might be required to demonstrate the system at the discretion of the institute.
      2. **Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period.
      3. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
      4. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**Sr. STORE OFFICER**

**AIIMS Mangalagiri**

**(For DIRECTOR)**

**GENERAL CONDITIONS OF THE CONTRACT (GCC)**

1. Use of contract documents and information
2. The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for thepurposes of such performance for this contract.
3. Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
4. Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligations under this contract.
5. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
6. **Country of Origin**
   1. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
   2. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
   3. The country of origin may be specified in the Price Schedule
7. **Assignment:** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.
8. **Sub Contracts**
   1. The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
   2. Sub contract shall be only for bought out items and sub-assemblies.
   3. Sub contracts shall also comply with the provisions of “Country of Origin”.
9. **Duty Free Clearance, Transportation, Forwarding & Handling Charges:** Clearance charges at point of Entry / Air Port and on ward transportation charges with Insurance upto AIIMS, Mangalagiri will be borne by supplier’s Indian Agent for which this Institute will not pay the charges.
10. **Demurrage Taxes & Octroi:** No demurrage charges will be paid by the Institute in case of delay on the part of supplier. However, this Institute will provide all necessary documents required for clearance / transportation of the goods and for exemption of the taxes/octroi for which supplier/Indian agent will have to intimate/furnish his requisition of document required, if any, well in advance. Octroi will be payable by supplier / Indian agent, if required.
11. **Inspection and Testing: -** The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser’s programmed for such inspection and, also theidentity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
    1. The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.
    2. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.
    3. In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.
    4. If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
    5. The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-dispatch inspection mentioned above.
    6. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.
12. **Guarantee/Warranty Terms:**
    1. The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
    2. The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority’s specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
    3. All the equipment’s including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
    4. The successful Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the institute authority.
    5. Upon receipt of such notice for repair/breakdown from the institute, the successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.
    6. If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder’s risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
    7. Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.
    8. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User and also when major spares are replaced.
    9. Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
    10. The offered warranty includes:
        1. Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
        2. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.
        3. Quality Assurance tests (if applicable).
        4. The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
        5. The Bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs.) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.
        6. The installed software should be the latest one for the particular model and all future software updates should be provided free of cost during the Warranty period.
13. **Time Limits prescribed**

|  |  |  |
| --- | --- | --- |
| **Sl. No** | **Activity** | **Time Limit** |
| a. | Installation & Delivery period | 4 weeks from date of issuance of Supply Order |
| b. | Submission of Performance Security  and entering into contract | 10 days from the date of issuance of Letter of Intent |
| c. | Maximum time to attend any Repair call | Within 24 hours. |

1. Firm have to provide a minimum UPTIME GUARANTEE of 95% (95% of 365 Days) per year during the warranty period as well as during the Comprehensive Annual Maintenance Contract.
2. Supplier will submit undertaking for ensuring uninterrupted supply of spares during the total life span of the equipment’s.
3. Indian agency commission and Installation charge if any will be paid in Indian rupees after successful installation and demonstration of the equipment’s.
4. Principal’s Invoice of the quoted items must be submitted with the quotations.
5. Proof of the official Indian agent certificate of the firm must be attached. (Notary Certified Photocopy)
6. In order to fully and optimally utilize the equipment, training to Para Medical Staffs and Doctors should be provided. In continuation to this training, separate maintenance training for the machine and the sub systems should also be given to the “Equipment Maintenance Engineer” and “Equipment Maintenance Technicians”. All the financial commitments in this regard shall be met by the bidder(s).
7. Bidder(s) have to submit an affidavit to the effect that they have not supplied the offered item(s) to any Govt., semi Govt. / Pvt. Organization, Institution, Nursing Home etc. at the price lower than the price offered to AIIMS, Mangalagiri.
8. All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures.
9. **Warranty Period:**
   1. The “Complete System” shall remain under warranty period of 1 year from the date of satisfactory installation. The Complete System should include the basic unit and allied supporting components
   2. Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
   3. During warranty period, bidder shall maintain and keep 95% uptime per year of the “Complete System” as per calculation given below: -.

1 Year = 365 days

95% of 365 days = 347 Days per annum

* 1. The bidder shall compensate the uptime less than the specified above for every additional day of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
  2. During warranty period, bidder will make the “Complete System” in satisfactory working condition. In case, any spare parts, accessories, PCB, consumables etc. needs replacement due to normal wear and tear, bidder will supply and install the same for which no additional payment is to be made. If any spares / accessories / consumables etc. are not replaced by the bidder during warranty period, bidder should mention it clearly with name of the items with frequency of replacement and its rate with a validity to cover warranty period.
  3. In case, the bidder is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.

1. **Performance Security**
   1. There will be a performance security deposit amounting to 5 % of the total value of the work including taxes, which shall be submitted by the successful bidder within 10 days from the date of issuance of “Letter of award”.
   2. The contract duly signed and returned to the Institute shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
   3. Upon receipt of such contract and the performance security, the Institute shall issue the Supply Orders containing the terms and conditions for the execution of the order.
   4. Failure of the successful bidder in providing performance security as mentioned above and / or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
   5. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below.
   6. It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Institute.
   7. Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder’s all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
2. **Delivery period: -** Delivery period for supply of items would be one month from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
3. **Liquidated Damage: -**In the event of the Seller’s failure to submit the Bonds, Guarantees and Documents, supply the stores/goods are conduct trails, installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher that 10% of the value of delayed stores.
4. **Payment: -**Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

* 1. **On delivery: -**
     1. Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
     2. Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
     3. Two copies of packing list identifying contents of each package;
     4. Inspection certificate issued by the nominated person/committee/agency, if any.
  2. Payment will be released within 30 days subject to fulfillment of conditions in clause (i) and (iv) above.
  3. **Validity of Price: -** Minimum up to one year from date of tender submission and it should be extendable.

1. **Part Supply:** No part supply/ wrong supply or short supply will be accepted by the Institute. The Director, AIIMS, Mangalagiri will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.
2. **Incidental Services: -** The supplier shall be required to perform following services: -
   1. Installation & commissioning, Supervision and Demonstration of the goods.
   2. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
   3. Training of Purchaser’s Doctors, Staff, Operators etc. for operating and maintaining the goods.
   4. Supplying required number of operations and maintenance manual for the goods.
3. **Packing &Marking: -** Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller’s Principal abroad. The supplier shall mark each package on three sides with the following with indelible paint of proper quality: -
   1. Contract number and date
   2. Brief description of goods including quantity
   3. Country of origin of goods
   4. Purchaser’s name and full address
   5. Supplier’s name and full address
4. **Insurance:** Insurance up to Mangalagiri will be borne / arranged by principal supplier/his Indian Agent.
5. **Installation & site plan:** Requirement regarding site/location for installation of equipment, if any, should be mentioned in the tender. Time required for installation of system after delivery must be mentioned. In case of delay in installation institute will have right to charge liquidated damage.
6. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
7. In order to fully and optimally utilize the equipment, training to paramedical staff and Doctors should be provided. In continuation to this training separate maintenance training for the machine and the sub systemshould also be given to the Equipment Maintenance Engineer and Maintenance Technicians of the Institute. All the financial commitment in this regard shall be met by the firm/Principal.
8. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

1. **Notices: -**Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

1. **Penalties for non-performance**

The penalties to be imposed, at any stage, under this tender are;

* 1. imposition of liquidated damages,
  2. forfeiture of EMD/performance security,
  3. termination of the contract,
  4. Blacklisting/debarring of the bidder

1. **Termination of Contract**
   1. **Termination for default:-** The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
   2. In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
   3. Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
   4. Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and

or

will accrue thereafter to the Institute.

* 1. **Termination for convenience: -** The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any timeduring the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder’s performance under the contract is terminated, and the date with effect from which such termination will become effective.

1. **Force Majeure: -**

Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

1. **Fall Clause:** The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipment’s of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Institute and the price payable under the contract of the equipment’s supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
2. **Resolution of disputes: -**
   1. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
   2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.
3. **Applicable Law & Jurisdiction of Courts**
   1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
   2. All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Vijayawada/Guntur A.P

**Sr. STORE OFFICER**

**AIIMS Mangalagiri**

(For Director)

**SCHEDULE OF REQUIREMENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No** | **Name of the**  **Department** | **Name of the equipment** | **Qty** | **EMD** |
| 1. | Department of  ENT | Audiology & Speech Room  (as per technical specification) | 1 | **Rs. 13,000** |

**ANNEXURE-I**

**CHECK LIST FOR TERMS AND CONDITIONS**

**A: To be filled by the bidder and submitted along with the Technical Bid.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Terms & Conditions as per Bidding** | **Attached**  **(Yes/No)** | **Page No.** | **Remarks** |
| **Document** |
| 1 | **Status of Bidder:**  Manufacturer or Authorized Agent of the Manufacturer/ Supplier / Public Undertaking, Public Ltd., Private Ltd. Company /Proprietary Firm |  |  |  |
| 2 | **Power of Attorney as per Annexure - V** in favour of person to sign, submit and negotiate the bid. |  |  |  |
| 3 | Certificate for sole ownership / partnership/Certificate of Incorporation |  |  |  |
| 4 | Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be **Rs. 2.0 Lakhs** |  |  |  |
| 5 | User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital/ institutions) where quoted model of the items has been supplied and installed. |  |  |  |
| 6 | Supply order copy (Minimum three nos. ormore) issued by Govt./Semi Govt./Reputed Pvt. Hospitals/ organization/ Institution for the quoted items. (preferably same model) |  |  |  |
| 7 | Whether rates quoted are inclusive of all taxes or not. |  |  |  |
| 8 | Whether rates are quoted as per format mentioned in the Bidding Document or not. |  |  |  |
| 9 | Enclose an affidavit duly certified by (enclosed/ Not enclosed) the notary at the location of the Agencies/ Headquarters Mangalagiri that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.. |  |  |  |
| 12 | Acceptance of all terms / conditions towards **after sales / services** as mentioned in the bidding document. |  |  |  |
| 13 | **Compliance Statement** with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue. |  |  |  |
| 14 | **Compliance Statement** with relation to the terms & conditions as mentioned in the document. |  |  |  |
| 15 | **PAN and copies of Income Tax Returns** for the last five years. |  |  |  |
| 16 | Duly attested copy of sales tax registration certificate. |  |  |  |

***ANNEXURE -II***

**PRICE SCHEDULE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Description of Item** | **Unit** | **Unit**  **Rate (Rs.)** | **GST** | **Total Amount (Rs.) including GST.** |
| 1 | Providing Acoustical Treatment for Audiology and Speech room including High Frequency, low Frequency, non-resorting Acoustical wall treatments, ceiling treatments, sound treated door, Acoustically treated window, Acoustical flooring, painting, basic Electrical and Instrument wiring, As per detailed drawings including all testing, consultancy, Acoustical corrections, including warrantees of Acoustical material for three year, one year free maintenance and replacement warranty for bad workmanship, including all labour, material and transportation, including VAT and all applicable taxes etc.completed and as directed by Engineer in charge. And allwork executes as pespecification of Annexure “VIII” | One Whole job |  |  |  |

To be paid in Indian Currency (Rs): ………….……………………………………………

Total Tender Price in Foreign Currency: …………………………………………………

In Words; …………………………………………….…………………………………………

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Place:Name:

Date:Business Address:

Signature of Bidder:

Seal of Bidder

***ANNEXURE – III***

**MANUFACTURER’S AUTHORISATION FORM**

**(To be submitted by authorized dealers/representatives/importers)**

No. Dated:

To

**Sr. STORE OFFICER,**

**All India Institute of Medical Sciences,**

**Mangalagiri – 522503 (AP, India)**

Dear Sir,

Tender No :

Equipment Name :

1. We …………………………………… (name of firm/supplier) are the manufacturers/ suppliers/ dealers /contractors for the above Work/ equipment having registered office at…………….…………. (full address with telephone number/ fax number & email ID and website), having factories at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,do here by authorize M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment’s tendered within the stipulated time.

(Name)

For and on behalf of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (Name of manufacturers)

Place:

**Note:** This letter of authority should be on the letterhead of the manufacturing should be concern and signed by a person competent and having the power of attorney to bind the manufacturer.

***ANNEXURE –IV***

**BANK GUARANTEE FORM**

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

The Director

All India Institute of Medical Sciences, Mangalagiri

Guntur (AP), 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as required under the terms and conditions of contract / work order no dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ hereinafter referred as theorder'] placed by AIIMS on the said supplier /contractor. We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ the bank [hereinafterreferred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) on thedemand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).
2. We, 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 order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the saidsupplier / contractor shall have no claim against us for making such payment.
4. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and shall remain in force up to \_\_\_\_\_\_\_\_\_\_\_ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. \_\_\_\_\_\_\_\_. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, \_\_\_\_\_\_\_\_\_\_\_\_\_ the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For the Bank Signature**

**Witness: Name(s) & Designation(s)**

**Name & Address**

**ANNEXURE –V**

**POWER OF ATTORNEY**

**(On a Stamp Paper of relevant value)**

I/ We…………………………………………………. (name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt …………………….……………….….….…. (Name and address) who is presently employed with us and holding theposition of ………………………………………………………………. as our attorney, to act and sign on my/our behalf to participate in the tenderno…………………………………… for …………………………………… (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt.……………………………………………………. undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the \_\_\_day of 2020 for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***ANNEXURE –VI***  **FORMAT OF EXPERIENCE CERTIFICATE** | Actual date  of  completion |  |  |  |  | \* Attach certificate(s) of payments. |
| Stipulated  period of  completion |  |  |  |  |
| Date of  issue of  work order |  |  |  |  |
| Value of  Contract  (Rs. In  Lakhs) |  |  |  |  |
| Qty  Supplied |  |  |  |  |
| Description of  work |  |  |  |  |
| Name of the  Purchaser\* |  |  |  |  |
|  | Contract  No./Supply  order No. |  |  |  |  |

***ANNEXURE – VII***

**AFFIDAVIT**

**(On Non-Judicial Stamp paper of Rs. 100)**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Son/ Daughter/ Wife of Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proprietor/ Director authorized signatory of the agency/Firm (M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), do hereby solemnly affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Mangalagiri immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at anytime including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date: (Signature of the Bidder)

Place: Name:

Seal of the Agency Designation

Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and noting has been concealed therein.

Deponent

***ANNEXURE-VIII***

**SPECIFICATIONS OF SOUND TREATED AUDIOLOGY ROOM**

1. **WALL TREATMENT – PANEL BASED TYPE [12 X 10 X 9 ft]**

Existing walls should be acoustically treated using panel based acoustical treatment. The panel shall be formed with highest quality RB slabs of Rockwool/ glass wool of 2” (50mm) thickness or equivalent, perforated hardboard of the size 2 × 4 ft for acoustical aperture, Plywood, Hardboard, Hardware etc.

For band extended treatments air-gaps should be generated. Entire treatment should be encased supported by framing of plywood using conventional hardware with good acoustical conventional hardware with good acoustical coupling to existing surfaces. Treatments shall consist of variable integrated acoustic characteristics of variable sound absorption forming high frequency &low frequency absorbers.

Entire treatment should be acoustically coupled on existing walls usingsound cleats.

These panels should be integrated in entire system to achieve acousticalparameters asnormally required for ensuring to maintain the acoustic parameters acoustic characteristics in compliance with the maximumpermissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute ( ANSI )latest version including providing two coats of oil bound paint over a coat of primer of approved colour & shade on the outer surface of PHB and the cost of all labour, materials, hardware, adhesive solutions for fixing, finishing, taxes, transportation. T&P etc. all complete as perthe drawing & as per thedirection ofEngineer in-charge.

1. High frequency acoustical treatment: Using above treatment with Panels of size 2ft X 4 ft having perforatedhard boards as surface material providing acoustic aperture and rockwool/ glass wool as main acousticmaterial.
2. Low frequency/ Non resonating acoustical treatment: Using above treatment with Panels of size 2ft x 4ft having Plywood as surface material and rockwool / glass wool with air gaps as main acoustic material.
3. **BASS TRAPS**

Providing and fixing bass traps formed using highest quality RB slabs of Rockwool of 4" (100mm) thickness or equivalent. Ply-woods of variable thicknesses as a surface material & conventional Hardware, etc as demanded by design. At designated corners & centers of walls bass trapsare formed to neutralize concentration of low frequencies. This treatment is integrated in entire systemtoachieve acoustical parameters asnormally required for ensuring to maintain the acoustic parameters acoustic characteristics in compliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute ( ANSI ) latest version including providing two coats of oil bound paint over a coat of primer of approved colour & shade on the outer surface of PHB and the cost of all labour, materials, hardware, adhesive solutions for fixing, finishing, taxes, transportation. T& P etc. all complete as per the drawing & as per the direction of Engineer in-charge.

1. **CEILING TREATMENT WITH ACOUSTIC TILES 12 X10 ft**

Suspended grid would support ceiling acoustic treatment. The treatment would consist of galvanized iron channel trim fixed at 600mm centers using Main Tees and Cross Tees. The special suspension would be provided to suppress the structure born noise to offer good CTC. The entire grid would be suspended using wire hangers at 4ft /1200mmcentres.The high sound absorption treatment would be provided using acoustic tiles.

These Ceiling Tiles would have following properties.

* + 1. Noise reduction co-efficient - 0.65
    2. Ceiling attenuation clause - 41dB (A)
    3. Size-600 mm x 600 mm x 15 mm.

These are required to maintain the acoustic parameters / acoustic characteristics incompliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute ( ANSI ) latest version including providing two coats of oil bound paint over a coat of primer of approvedcolor & shade on the visible surface of ceiling tiles and the finishing, taxes,transportation. T& P etc. all complete as per the drawing & as per the direction ofEngineer in-charge.

1. **SOUND TREATED DOOR -** Approx. 6‘9" X2’9" - 1 NO

Door of desired size should be created using plywood frame. Multiple layers of medium should be created using fiber material. Plywood. Air gaps. etc. The closing mechanism should consist of heavy-duty doorcloser provided on the back side of the door. Compression material having more than 30% compression ratio is provided across the closing edge of the door. Entire good quality hardware shall also be provided for operation. The surface should be covered with industrial laminate. The suitable door frame should be created using 19mm Plywood as normally required for ensuring to maintain the acoustic parameters / acousticcharacteristics in compliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute ( ANSI ) latest version including the cost of all labour, materials hardware, adhesive solutions for fixing, finishing, taxes, transportation T& P etc. all complete as per the drawing & as perthe direction of Engineer in-charge.

1. **ACOUSTICALLY TREATED W INDOW** Approx. 3' X 2'- 1 NO.

The breathing window should consist of two glass panes (bubble free) of variable thickness with suitable angles to stave off possibility ofresonance and to improve (Tx) transmission loss. Both should be fixedusing plywood and compression material having minimum of 30% compression ratio. The glasses should be placed apart and moisture- absorbing chemicals are provided in between to restore good view for long time as normally required for ensuring to maintain the acousticparameters / acoustic characteristics in compliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute ( ANSI ) latest version including the cost of all labour, materials, hardware, adhesive solutions for fixing, finishing, taxes, transportation. T & P etc. all complete as per thedrawing & as per the direction of Engineer in-charge.

1. **FLOORING 12 X 1 0 ft**

Acoustical mat would he provided over the entire surface of the floor andextended6” alone the skirting, the mat should be pasted using goodadhesive material along with preparation of surface.

1. **PAINTING**

This includes preparing the surface if necessary. The entire surface should be paintedusing putty, one coat of oil-based primer and two coats of Luxury Emulsion paint. Thepaint should be fungus resistant.

1. **ELECTRICAL AND INSTRUMENT WIRING (INSIDE THE SETUP)**

Electrical work consists of providing two numbers of LED and switch boards as desired. Supply and installation of 3 nos. 5A switches. 2 no. 15A switches & 5A 3pin socket. 2 no. 15A 3pin sockets with modularcover plate completes duly concealed with all necessary terminations. BERA connection should have specialized grounding to avoid formation of artefacts. The connections should be made to avoid magnetic interference between audio and electrical signals. Including the cost of all material, finishing, taxes, transportation etc. complete as per the direction of Engineer in-charge.

1. **JACK PANEL / PATCH P A N E L**

Supply, laying, testing and commissioning of jack panel box for audiometric testing under the observation window including 2x8 no’s 6.5mm female jack socket for head phone, microphones, left- right sockets, bone connection. Necessary cabling work connection to the equipment’s as normally required for a audiometric testing room including the cost of all material, hardware, labour T& P. finishing, taxes, transportation etc. complete as per the direction of Engineerin-charge.

1. All the material used for the audiometry room must be termite resistant.