
 Government eProcurement System		eProcurement System Government of India																															
Tender Details																																	
		Date : 18-Oct-2023 12:30 PM																															
 Print																																	
Basic Details																																	
Organisation Chain	All India Institute of Medical Sciences-Patna eProcurement Cell - AIIMS Patna																																
Tender Reference Number	AIIMS/PAT/MS/2023-24/RC ENT/COCHLEAR IMPLANT/C-283																																
Tender ID	2023_AMSPA_776975_1	Withdrawal Allowed	Yes																														
Tender Type	Open Tender	Form of contract	Item Rate																														
Tender Category	Goods	No. of Covers	2																														
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes																														
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No																														
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No																														
Payment Instruments		Cover Details, No. Of Covers - 2																															
Offline	<table border="1"> <thead> <tr> <th>S.No</th> <th>Instrument Type</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>R-T-G-S</td> </tr> <tr> <td>2</td> <td>NEFT</td> </tr> </tbody> </table>	S.No	Instrument Type	1	R-T-G-S	2	NEFT	<table border="1"> <thead> <tr> <th>Cover No</th> <th>Cover</th> <th>Document Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Fee/PreQual/Technical</td> <td>.pdf</td> <td>Tender fee and EMD Payment Details (IF seeking EMD exemption submit declaration and supporting doc)</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Filled checklist and its Documents in exact order</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Other relevant documents asked in tender document</td> </tr> <tr> <td></td> <td></td> <td>.pdf</td> <td>Product catalogue with Tender serial number mentioned against each item quoted</td> </tr> <tr> <td>2</td> <td>Finance</td> <td>.xls</td> <td>Filled BoQ (Enter all relevant fields BoQ without product MRP</td> </tr> </tbody> </table>		Cover No	Cover	Document Type	Description	1	Fee/PreQual/Technical	.pdf	Tender fee and EMD Payment Details (IF seeking EMD exemption submit declaration and supporting doc)			.pdf	Filled checklist and its Documents in exact order			.pdf	Other relevant documents asked in tender document			.pdf	Product catalogue with Tender serial number mentioned against each item quoted	2	Finance	.xls	Filled BoQ (Enter all relevant fields BoQ without product MRP
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			Brand/Model name will not be evaluated
		.pdf	Rate reasonability documents in form of Govt Supply order should be submitted

Tender Fee Details, [Total Fee in ₹ * - 1,500]

Tender Fee in ₹	1,500		
Fee Payable To	Payable To	Fee Payable At	Payable At
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	5,25,000	EMD through BG/ST or EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Payable To	EMD Payable At	Payable At

[Click to view modification history](#)

Work / Item(s)

Title	RATE CONTRACT FOR SUPPLY OF COCHLEAR IMPLANT IN AIIMS, PATNA				
Work Description	RATE CONTRACT FOR SUPPLY OF COCHLEAR IMPLANT IN AIIMS, PATNA				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	2,62,08,000	Product Category	Consumables (Hospital / Lab)	Sub category	NA
Contract Type	Rate Contract	Bid Validity(Days)	270	Period Of Work(Days)	30
Location	AIIMS PATNA	Pincode	801507	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	AIIMS PATNA
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	18-Oct-2023 02:00 PM	Bid Opening Date	16-Nov-2023 02:00 PM
Document Download / Sale Start Date	18-Oct-2023 02:00 PM	Document Download / Sale End Date	15-Nov-2023 02:00 PM
Clarification Start Date	18-Oct-2023 02:00 PM	Clarification End Date	25-Oct-2023 09:00 AM
Bid Submission Start Date	26-Oct-2023 02:00 PM	Bid Submission End Date	15-Nov-2023 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NOTICE INVITING TENDER	716.19
	S.No	Document Type	Document Name	Description

Work Item Documents				Document Size (in KB)
1	Tender Documents	tenderdocentcochlear.pdf	TENDER DOCUMENT	1716.65
2	BOQ	BOQ_816752.xls	BoQ	247.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	drsanjibghosh@aiimspatna.org	SANJIB KUMAR GHOSH	Sanjib Kumar Ghosh
2.	drmuktaa@aiimspatna.org	Mukta Agarwal	Mukta Agarwal
3.	drsveena@aiimspatna.org	Veena Kumari	Veena Kumari

GeMARPTS Details

GeMARPTS ID	ZYECBMJOXDP4
Description	ENT TENDER
Report Initiated On	18-Oct-2023
Valid Until	17-Nov-2023

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	As per tender document approved by competent authority
2	MSEs Order 2012	Agree	As per tender document approved by competent authority

Tender Inviting Authority

Name	EXECUTIVE DIRECTOR
Address	AIIMS PATNA

Tender Creator Details

Created By	Sumit Ranjan
Designation	Storekeeper cum clerk
Created Date	18-Oct-2023 12:06 PM



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

(An Autonomous body under MoHFW, Govt. of India)

TENDER ENQUIRY DOCUMENT

(Two Bid System

For

E-Tender No. : AIIMS/PAT/MS/2023-24/RC/ENT/COCHLEAR IMPLANT/C-2831

Advertised Tender Enquiry No. : AIIMS/PAT/MS/2023-24/RC/ENT/COCHLEAR IMPLANT/C-2831

Brief Description of Goods :

**RATE CONTRACT FOR SUPPLY OF COCHLEAR IMPLANT IN AIIMS,
PATNA**

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)

E-Tender Notice

**NOTICE INVITING TENDER FOR
AIIMS/PAT/MS/2022-23/RC/ENT/COCHLEAR IMPLANT/F-**

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (e-Tender) through website of AIIMS, Patna <https://aiimspatna.edu.in/tender/> (for ref. only) and CPPP <https://eprocure.gov.in/eprocure/app> under Two Bid system for (Part I: Techno commercial bid & Part II: Financial Bid or BOQ) from reputed & genuine manufacturers / importers who are interested and eligible to supply of cochlear implants on consignment basis in AIIMS, Patna. Manual bids shall not be accepted. Manual bid will not accepted.

AIIMS, Patna request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Financial Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted. Bids shall be digitally signed and uploaded by legally authorized and competent person on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Bid Security Declaration has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening, failing which the bid shall be liable for rejection.

(Executive Director)
AIIMS Patna

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Executive Director, All India Institute of Medical Sciences, Patna (AIIMS Patna) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound, interested and eligible bidders to **supply of cochlear implant**. Manual bids shall not be accepted. Manual bid will not be accepted.” The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids. Critical date sheet should be strictly followed as mentioned on CPP Portal only.
2. These items will be purchased as or when required.
3. Tender documents can be viewed and downloaded from the website of AIIMS, Patna <https://aiimspatna.edu.in/tender/> (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as Point No. 5 of NIT.
4. Type of Tender: Open Tender –Two Bid System.
5. **Critical Date sheet** :

S.No	Particulars	Date & Time
(i)	Published Date	Date & time as per CPPP Portal Date Sheet
(ii)	Bid Document Download / Sale Start Date	
(iii)	Seek Clarification Start Date	
(iv)	Seek Clarification End Date	
(v)	Bid Submission Start Date	
(vi)	Bid Document Download / Sale End Date	
(vii)	Bid Submission End Date	
(viii)	Bid Opening Date	
(ix)	Financial Bid Opening Date & Time Cover-II	

Note: - Critical data sheet should be strictly followed as mentioned on CPP Portal only.

6. **Bid Submission:**

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 6.1 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 6.2 Tenderer who has downloaded the tender from the **website of AIIMS, Patna** <https://aiimspatna.edu.in/tender/> and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price, bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected. The tenderer is also liable to be banned from doing business with AIIMS Patna.
- 6.3 Intending tenderers are advised to visit **AIIMS, Patna** web site <https://aiimspatna.edu.in/tender/> and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 6.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & Bid Security Declaration (Annexure-XI): Tender Fee/Cost is to be **deposited electronically by RTGS/NEFT in the account of** AIIMS Patna at the below mentioned details.

BANK Details for Tender Fee/ Cost Payment through

NEFT/RTGS: Bank Name – Bank of India,

IFS CODE: BKID0005793 Account No: 579310110002528

- 6.5 Tender Fee Rs. 1500/- (Fifteen Hundred Only).
- 6.6 EMD Rs. 5,25,000/- (Rupees Five Lakhs Twenty Five Thousand Only)
- 6.7 Duration for Completion of Supply: - As per tender document.

- 6.8 Valid NSIC/SSI /MSME certificate must be submitted online.
- 6.9 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated in due course.
- 6.10 AIIMS, Patna reserves the right to cancel the tenders or postpone the tender and to accept / reject any or all tenders without assigning any reasons thereof.
- 6.11 The validity of the offer shall be 270 days after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender which are not acceptable to AIIMS, Patna or does not start the work within stipulated period from the date of issue of letter of acceptance, then AIIMS, Patna shall without prejudice to any other right or remedy, be at liberty to debar the tenderer from bidding in case of re-invitation of the tenders.
- 6.12 AIIMS Patna reserves the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

7. Submission of Tender

- a. The tender shall be digitally uploaded using their DSC in two part, viz., technical bid and Financial Bid.
- b. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- c. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Technical Bid

Following documents to be uploaded using their DSC by the bidder along with Technical Bid:

- Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD),
- Duly attested copy of PAN, duly attested copy of GST registration certificate.
- Signed and Scanned copy of Tender Acceptance letter "Annexure-I" and No deviation certificate "Annexure-II" & Signed & scanned copy of tender document.
- Signed and scanned copy of proof of Status of Bidder: Manufacturer or Authorized Agent of the Manufacturer/ Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - "Annexure-III".
- Signed and scanned copy of Power of Attorney as per "Annexure – V" in favor of

person to sign the documents.

- Signed and scanned copy of Certificate of experience in the field of supply of cochlear implants “Annexure-VI”.
- Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 1,57,24,800/-).
- Signed and scanned copy of proof of supplying in minimum 5 Government Hospitals in India and valid documents from any two of them to be produced.
- Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna 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.
- Signed and Scanned Copy of Quality Assurance Certificate as per technical specification (please specify) and **Original Technical Catalogue** of the quoted items only.
- Signed & scanned copy of drug license for supply of supply of cochlear implant.
- Signed & scanned copy of proof of testing process as per Indian Pharmacopeia IP-2014.
- Signed & scanned copy of Mandate form.
- Signed and Scanned Copy of prerequisite (if any), which are to be provided by the institute & signed and scanned Copy of **Integrity Pact as per Annexure-“XII” & GFR 144(XI) COMPLIANCE CERTIFICATE (Annexure-XIV)**.
- Signed & Scanned Copy of compliance sheet, which should reflect details of point-by-point compliance of technical specifications. (as **Annexure-XIII**)

9. Financial Bid

Schedule of Financial Bid in the form of BOQ_XXXX .xls

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is, and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded Financial Bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD will be forfeited the tenderer is liable to be banned from doing business with AIIMS Patna in future.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

Phulwarisharif, Patna-801507, Bihar.

No.

Dated.....

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Direct Importers online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for Rate Contract for **supply of cochlear implant in AIIMS, Patna** and supply of items as per the Specifications.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

1.0 REGISTRATION

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

and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.0 CORRIGENDUM

- 4.1** At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
- 4.2** Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- 4.3** Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Patna.

5.0 SUBMISSION OF BIDS:

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

displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 5.9** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This

Acknowledgement may be used as an entry pass for any bid opening meetings.

6.0 ASSISTANCE TO BIDDERS

- 6.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- 6.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

7. Guideline for submission of bid :

A. Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD),
- (ii) Duly attested copy of PAN, duly attested copy of GST registration certificate.
- (iii) Signed and Scanned copy of Tender Acceptance letter "Annexure-I" and No deviation certificate "Annexure-II" & Signe & scanned copy of tender document.
- (iv) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Authorized Agent of the Manufacturer/ Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm.-"Annexure-III".
- (v) Signed and scanned copy of Power of Attorney as per "Annexure – V" in favor of person to sign the documents.
- (vi) Signed and scanned copy of Certificate of experience in the field of supply of cochlear implants "Annexure-VI".
- (vii) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 1,57,24,800/-).
- (viii) Signed and scanned copy of proof of supplying in minimum 5 Government Hospitals in India and valid documents from any two of them to be produced.
- (ix) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna 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.

- (x) Signed and Scanned Copy of Quality Assurance Certificate as per technical specification (please specify) and **Original Technical Catalogue** of the quoted items only.
- (xi) Signed & scanned copy of drug license for supply of cochlear implant.
- (xii) Signed & scanned copy of proof of testing process as per Indian Pharmacopeia IP-2014.
- (xiii) Signed & scanned copy of Mandate form.
- (xiv) Signed and Scanned Copy of prerequisite (if any), which are to be provided by the institute & signed and scanned Copy of **Integrity Pact as per Annexure-“XII” & GFR 144(XI) COMPLIANCE CERTIFICATE** (Annexure-XIV).
- (xv) Signed & Scanned Copy of compliance sheet, which should reflect details of point-by-point compliance of technical specifications. (as **Annexure-XIII**)

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

Price Bid / Financial Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

- a. The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)	Page No.
I	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD)		
II	Duly attested copy of PAN, duly attested copy of GST registration certificate.		
III	Signed and Scanned copy of Tender Acceptance letter "Annexure-I" and No deviation certificate "Annexure-II"		
IV.	Signed and scanned copy of proof of Status of Bidder: Manufacturer Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - "Annexure-III" .		
V.	Signed and scanned copy of Power of Attorney as per "Annexure – V" in favor of person to sign documents.		
VI.	Signed and scanned copy of Certificate of experience in the field of Supply of cochlear implant , "Annexure-VI" .		
VII.	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants.(Minimum Turnover must be Rs. 1,57,24,800/-).		
VIII.	Signed and scanned copy of proof of supplying in minimum 5 Government Hospitals in India and valid documents from any two of them to be produced.		
IX.	Signed and scanned copy of performance certificate of the same supplied goods issued by head of department or institute after a minimum period of six months of continuous/regular supply of goods.		
X.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters 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. as per "Annexure-VII" .		
XI.	Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and Original Technical Catalogue of the quoted item only.		

XII.	Signed & scanned copy of drug license for supply of cochlear implant.		
XIII.	Signed & scanned copy of proof of testing process as per Indian Pharmacopeia IP-2014.		
XIV	Copy of duly attested copy of Mandate form (as Annexure-"XI") .		
XV	(xiii) Signed and Scanned Copy of prerequisite (if any) for, which are to be provided by the institute		
XVI	. Signed and scanned Copy of Integrity Pact as per Annexure-"XII" & GFR 144(XI) COMPLIANCE CERTIFICATE (Annexure-XIV)		
XVII	Signed & Scanned Copy of compliance sheet, which should reflect details of Point-by-point compliance of technical specifications. (as Annexure-XIII)		
XVIII	Signed copy of tender document		

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

I	BOQ.xls	
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Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

ELIGIBILITY CRITERIA

Documents for Establishing Bidder's Eligibility

01. The bidder/manufacture those who are in the similar business for the last three years and providing the same service to Central/State Govt. /Reputed Private Hospitals or autonomous bodies can participate.
02. Two recent empanelment certificate from any government or documents to prove the supplies made (and successful installation) to government and reputed private hospitals/institutes/retailers must be enclosed along with the technical bid.
03. Self-attested Non conviction certificate shall be enclosed along with the technical bid.
04. Tender fee & Earnest Money Deposit (EMD).
05. The firm should be registered under GST.
06. Tender Acceptance letter "Annexure-I"
07. No deviation certificate "Annexure-II".
10. Status of Bidder: Manufacturer-Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - "Annexure-III".
11. Power of Attorney as per "Annexure – V"
12. Certificate towards market standing of minimum 03 (three) years in the area of manufactured , supply and related products.
13. Certificate for sole ownership / partnership/ Certificate of Incorporation
14. The Bidder should have annual financial turnover of Rs. 1,57,24,800/- during the last three years ends 31/03/2023.
15. Proof of supplying in minimum 5 Government Hospitals in India and valid documents from any two of them to be produced.
16. Affidavit duly certified by the notary at the location of the Agencies/Headquarters 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.
17. Quality Assurance Certificate As per technical specification (please specify)
18. **Original Technical Catalogue** of quoted items with technical data sheet.
19. Drug license/ or any other license for supply of cochlear implants.
20. Copy of duly attested copy of Mandate form.
21. Integrity Pact as per Annexure-XIV.
22. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Patna are not eligible to participate in this tender.
23. On non-submission of compliance sheet, the bids will be rejected.

Note:

- 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.

- Technical Evaluation Committee may call for demonstration/inspection of the equipment/sample before taking any final decision. In case the bidder does not provide demonstration / inspected of the quoted item within the specified time his bid will be rejected. Random inspection of the plant facility may be performed by competent authority to ensure that quality is maintained during the manufacturing process. The supplier must perform regular lab reports as per industry standards and submit the report within 15 days of completion of test.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE:-

i) **Eligibility of Bidders:-**This invitation of Bids is open to reputed foreign/ Indian manufactures / direct importers. 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 document may result in rejection of its tender.

ii) **Availability of fund:-** Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee

iii) **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.

v) **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.

vi) **Corrigendum to Tender Documents:-**

- a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed

fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it

- b. Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c. Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Patna i.e. www.aiimspatna.org.

vii) Clarification of Tender Documents: -

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

2. Earnest Money Deposit (EMD):

- a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 5,25,000/- (Rupees Five Lakhs Fifty Five thousand Only)**
- b. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and the award of the contract without any interest as per Mandate form **(Annexure-X)**.
- c. Non-submission of sufficient EMD along with the Technical Bid will be taken as non-responsive bid.
- d. The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.

3 The Bidder's may submit prerequisite (if any) for, which are to be provided by the institute, "ANNEXURE – XI"

4 Tender currencies: -

- a) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- b) Bids, where prices are quoted in any other way shall be treated as non-responsive and will be rejected.

5 Tender Prices:-

- a) The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BoQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BoQ should be filled up as required. Cost per unit will be considered for Price evaluation.
- b) After due evaluation of the bid(s) Institute will award the contract to the responsive bidder, who has quoted the lowest Price per unit on cumulative basis as per category.
- c) The transportation cost towards delivery of goods appropriate container vehicle (if any) till

the user institution shall be borne by the supplier.

6 Additional information and instruction on duties and Taxes: -

If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.

7 Firm Prices: - The quoted rates must be valid for a period for **36 months** from the date agreement. 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

8 OEM companies will be preferred over agencies in the supply of cochlear implant in AIIMS, Patna. A company office/agency authorized by the company must be present near the site (i.e. in Patna) to ensure prompt service during contingencies/emergencies. One Principal/OEM cannot authorize two agents simultaneously for the same item against same advertised tender enquiry.

9 Contract period: The rate contract for **supply of cochlear implant in AIIMS, Patna** is initially for a period of **(3) Three year** and can be continued / renewed for further (1) year subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Patna and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

10. Bid validity: -

- a) The bids shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b) 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 email. 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 PBG accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the PBG furnished by them shall not be forfeited.
- c) 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.

11 Scrutiny and Evaluation of Tenders:-

- i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc.

mentioned by the bidders in their tenders.

- ii) 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.
- iii) 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.
- iv) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

12. Non- responsive tender :-Non submission of the following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a) Integrity Pact as per Annexure XII.
- b) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
- c) Bid validity is shorter than the required period.
- d) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
- e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
- f) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- g) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
- h) Poor/unsatisfactory past performance.
- i) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/Hospitals/Institutes.
- j) Bidder has not agreed for the delivery terms and delivery schedule.

13. Discrepancies in Prices:

The Bidder(s) shall quote Rate up-to two decimals only. Bidder(s) to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

14. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

A. The purchaser's evaluation of a tender will take into account the following:

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 responsive tenders.

B. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

1. a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

b. In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:

I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% Quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of

purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

- iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

C MSE Purchase Preference:

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be eligible MSE Purchase Preference.

Those MSE who are registered under CPPP are only eligible to participate in the tender as MSE vide letter no. F.5/4/2018-PPD dated 28/02/2018, Govt. of India, Ministry of Finance, Department of Expenditure, Public Procurement Division & shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

Udyam Registration Certificate shall also be accepted for above purpose.

Note: The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy." MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone

other than a Micro and Small Enterprise. The award shall be made as follows:

a) Award shall be given to L1 bidder if L1 bidder is a MSE.

b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.

If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

- 2 **Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 3 **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
- 4 **Margin of Purchase Preference** The margin of purchase preference shall be 20%.

15. Bidder's capability to perform the contract:

- a) 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 more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) 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 Tender 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.

16. Contacting the Purchaser:

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.

17. 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.

18. Return of E M D: The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest.

19. 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:-

- a) "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; &
- b) "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;
- c) 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;
- d) 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.

20. Bidder might be required to demonstrate the system at the discretion of the institute.

21. DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.

22. The Integrity pact (Annexure-"XII") shall be a part of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

23. The bidder(s) must submit Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.

24. Signing of Contract: The successful bidder shall execute an agreement for ensuring satisfactory supply,

installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract.

25. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
26. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

(Medical Superintendent)
AIIMS Patna

GENERAL TERMS & CONDITIONS

1. Use of contract documents and information

- (i) 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 Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (ii) 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.
- (iii) 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.

2. Patent Rights

- (i) 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.

3. Country of Origin

- (i) 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.
- (ii) 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.

4. Assignment

The bidder 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.

5. Sub Contracts

- (i) The bidder 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 bidder from any of its liability or obligation under the terms and conditions of the contract.

(ii) Sub contract shall be only for bought out items and sub-assemblies.

(iii) Sub contracts shall also comply with the provisions of "Country of Origin".

6. **Delivery:** - The items will have to be supplied at central pharmacy in AIIMS Patna premises. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. Vendor to maintain adequate stock all the time so that there is no delivery period. AIIMS Patna will empanel L-1 vendor & sign an agreement with him on consignment basis.
7. The tenderers must quote rates including freight, insurance, cartage, labor charges etc separately as per given format in BOQ. On Door Delivery basis at AIIMS Patna.
8. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Patna
9. **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. 1000/- (Rs. One Thousand only) along with performance security within fifteen (15) days from the issue 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.
10. **Performance Security:** - The Successful Contractor will be required to furnish an amount @ 05% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Patna" payable at Patna within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 06 months beyond completion of all the contractual obligations. (minimum validity of PBG is i.e. 42 months)

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited.

Performance Security will be discharged after 30 days from the completion of contractor's performance obligations under the contract.

11. Payment clause: - The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis.

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

The supplier shall submit the bill only after successful completion/supply of work to the satisfaction of the AIIMS Patna, on receipt of a pre-receipted bill invoice from the supplier the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for poor quality of work.

12. Inspection: -

- a) AIIMS, Patna 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, Patna 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, Patna prior to the goods shipment.
- c) The Director, AIIMS Patna 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, AIIMS Patna reserves the right to approach a third party to do the needful, and any cost incurred in the process will be payable by the supplier. In addition, the supplier may be penalized for the loss and interruptions caused in patient care as deemed fit by competent authority.
- e) Technical Evaluation Committee may call for demonstration/inspection of the equipment/sample before taking any final decision. In case the bidder does not provide demonstration / inspected of the quoted item within the specified time his bid will be rejected. Random inspection of the plant facility may be performed by competent authority to ensure that quality is maintained during the manufacturing process.

13. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Patna in that event the security deposit shall also stand forfeited.

14. 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, Patna shall have the power to terminate the contract without any prior notice.

- 15. Fall clause:** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Patna immediately about such reduction in the contracted prices. The AIIMS, Patna is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fail to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the goods approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Patna on account of the increase in Taxes.
- 16.** Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
- 17.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- 18.** No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- 19.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
- 20.** Conditional bid will be treated as unresponsive and it may be rejected.
- 21.** The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
- 22.** The items will have to be supplied at Institute's designated site on door deliver basis at AIIMS, Patna.
- 23.** The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Patna.
- 24. Subletting of Contract:**
Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Patna. If it is found that the bidder has given sub-contract for supply of cochlear implants in AIIMS Patna on the basis of

Procurement/Purchase Order/or any means, the contract shall stand cancelled & the performance security shall be forfeited.

AIIMS Patna shall not be responsible for any financial loss or other damages or injury to any time or person deployed/supplied by the bidder in the course of the performing the duties to this office in connection with purchase order/supply order for supplying of reagents.

25. Liquidated Damage:

If vendor fails to supply within prescribed schedule of supply items than per week penalty of 0.5% will be imposed on vendor. If AIIMSPatna needs to purchase from L-2 vendor price difference in addition to penalty will be charged.

26. 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 (LD) as per clause 25 of GCC (if any).

28. Responsibility:-The principal as well as its agent will be severally and jointly responsible for ensuring the minimum life span of 5 years for devices.

29. 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.

30. 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.

31. **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. In case of e-mail it notice document must be verified by DSC.

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.

32. Penalties for non-performance

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

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder

33. Termination of Contract

- a) **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.
- b) 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.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **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.
- e) **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 time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, 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.

34. Force Majeure:-

- (i) 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.
- (i) 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.
- (ii) 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.

- (iii) 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.
- (iv) 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.

35. UAM Number on CPPP

In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

36. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Patna) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Patna who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- b) 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.

37. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Patna (Bihar, India).

(Medical Superintendent)
AIIMS Patna

Special Terms & Conditions

1. Guarantee Certificate: - The cochlear implant supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of _____ months from the date of receipt of stores at AIIMS, Patna. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.

SCHEDULE OF REQUIREMENT

Sl No	Name of the Department	Name of the work	Qty.	EMD
1.	AIIMS Patna	Rate Contract for Supply of Cochlear Implant at AIIMs, Patna	As per requirement	5,25,000/-

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Medical Superintendent,
AIIMS Patna

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE

Bidder's Name & Address:	To, Medical Superintendent, AIIMS Patna, Bihar, Pin-801507.
--------------------------	-------------------------------------------------------------------

1. With reference to our Bid (Reference No. dated) forI works at AIIMS Patna, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

MANUFACTURER’S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**Medical Superintendent
All India Institute of Medical Sciences,
Patna – 801507 (Bihar, India)**

Dear Sir,

Tender No :
Equipment Name :

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby 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/warranty /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 of cochlear implants or 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 concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

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,
All India Institute of Medical Sciences,
Patna Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [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 the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred 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 the demand 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 said supplier / 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, Patna.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)do
.....herebyconstitute, appoint and
authorize Sri/Smt.....(Name and address) who is
presently employed with us and holding the position of.....as our attorney, to act and sign
on my/our behalf to participate in the tender no..... for
(Equipment/Goods 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 awardof the contract. His / her signature is attested below

Dated this the___day of Months of 20___ For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the

Attorney)Date: __

ANNEXURE – “VI”

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

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 authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tenderdocument;
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, Patna 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 any time 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.

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

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 nothing has been concealed therein.

Deponent

Rs 1000 (Non-Judicial Stamp Paper)

ANNEXURE – “VIII”

Agreement

This agreement is made against tender enquiry no. _____.
Between All India Institute of Medical Sciences, Phulwarisharif Patna, acting through Medical Superintendent **AIIMS Patna. ALL India Institute of Medical Sciences (AIIMS) Patna, Phulwarisarif, Patna-801507** (hereinafter called “Client” which expression shall unless repugnant to the context or meaning there of be deemed to mean include its successors, legal, representative and assign) of the First Part.

Second Part

M/S _____ if it's:- **Registered Office** _____
_____ (herein after called "Agency" expression unless repugnant to the context shall mean and include its successors-in-interest assign etc.) of the Second part.

Whereas the "client" is desirous to engage "Agency" for **Rate Contract** for _____ in **AIIMS, Patna.** As **ANNEXURE-01** listed items at AIIMS Patna as per the terms and condition stated. In reference to tender bid or quotations for above mentioned items. Your product as mentioned in **Annexure-1**, are being covered under Annual rate contract. The terms and condition to govern the annual rate contract are as follows:

The award of rate contract is not linked to the procurement style opted by Medical Superintendent Office/ Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

1. (A) PROCUREMENT ON SUPPLY ORDER BASIS: - Supply of material is covered under this

rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with Medical Superintendent Office to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

- a. Besides having liaising with user department, you will be allowed to have access to Computerized system to know the consumption pattern / reports of the items at and peripheral sub stores can also be concerned
- b. Stock in hand position provided on demand.
- c. Access to Medical Superintendent is allowed to know the status of expiry /slow moving /non-moving products.
- d. The company will own the responsibility of overstocking & expiry.
- e. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply or der that may lead to overstocking or expiry.
- f. In case of any difficulty in getting the feedback from Central Pharmacy, you may contact Medical Superintendent / Director.
- g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Medical Superintendent Office, you may contact Faculty in charge Purchase, Medical Superintendent Office /Director.

(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

1. **PERIOD OF VALIDITY**: - The Rate Contract will be valid for period of three year from the date of issue date of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

2. **PERFORMANCE SECURITY:** -Please submit performance security @ 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum of Rs 5,00,000/- (Rupees Five Lakhs only) and maximum Rs. 14,00,000/- (Rupees Fourteen Lac only) will be in shape of PBG drawn in favor of “AIIMS Patna A/C” (as stipulated in tender notice) payable at Patna from any nationalized bank/scheduled bank. The performance security will have the minimum validity for 42 months from the date of issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract and failing which the above mentioned amount may be deducted from the bill amount against performance bank guarantee.

3. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central Sales Tax, GST etc. as applicable. Any price variation due to Govt. levies will be settled accordingly. , other charges like banks charges, postage, freight, etc., will be borne by your company.

4. **PRICES:** - **Mentioned in Annexure -01**

SL.No	Tender No	Item No.	Formulation	Price without GST	GST	Price with GST	MRP	HSN	Pack Size

Rates are F.O.R. Destination basis i.e. Central Stores, All India Institute of Medical Sciences, Patna. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director AIIMS Patna shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from

list of suppliers (any or all of the above). If such information comes to the notice of Medical Superintendent Office authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

5. **ROAD PERMIT:** - No road permit i.e. form 31/32, form c and d would be provided by the institute. It would be the sole responsibility of the supplier to affect the door deliveries at his// her own. Medical Superintendent Office will neither own any responsibility for clearance of goods and road, rail, postal, air terminals nor would any machinery of AIIMS, Patna be allowed for this purpose.

6. **DELIVERY:** - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc. may be received under the sole responsibility of supplier regarding quantity, specification and breakage.

7. **DEFECTIVE INVENTORY:** - central Stores / User department / Medical Superintendent Office of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

8. **PENALTY CLAUSE:-**

a. Non-execution of supply order - For the reasons of failure to supply partially or completely within **30 days**, if the Medical Superintendent Office has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e. L1 /Billing Agency as appointed by the Rate Contract Holder. The difference amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Medical Superintendent Office timely.

b. Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied

during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2 (L2)/RC-3(L3) or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the Rate Contract Holder.

c. Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

9. INFORMATION REQUIRED ON CHALLAN/BILL: -

a. **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS Patna main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Maximum Retail Price (MRP)

b. **Pre-receipted Bill (Tax Invoice),** must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number

- viii. Quantity of each item (in unit)
- ix. Value of each item
- x. Total value of the bill
- xi. The amount of GST paid by the supplier.
- xii. Maximum Retail Price (MRP)
- xiii. TIN/GST No. AIIMS Patna

10. Replacement of near expiry / slow moving / non-moving items: - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Medical Superintendent Office or pharmacy stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

11. Release of EMD

- I. The EMD of Rate Contract Holder would be released after submission of Performance Security.
- II. The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

12. PAYMENT:-

- a. 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- b. Payment will be made on 30th day from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - i. If you allow 4% trade discount, payment shall be made within **(03)** working days from its submission date.
 - ii. If you allow 2% trade discount, payment shall be made within **(07)** working days from its submission date.
 - iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
 - iv. Early payment options are applicable against 100% supplies.

- c. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- d. Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- e. The part supplies are accepted for the sake of convenience of Medical Superintendent Office only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 (L2) or other sources, the cost difference account shall be deducted from the forth coming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.
- f. The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- g. Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- h. Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.
13. Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.
14. In addition the other terms and conditions as detailed in tender documents would be applicable.
15. In view of the notification issued by the Ministry of Health & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and

regulations from time to time.

16. Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.

17. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

18. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- i. PAN Card
- ii. GST Registration with GST Return for preceding three years.
- iii. Non Conviction Certification /no pending conviction certificate attested/is issued by notary for preceding three years.
- iv. Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender or will decide the use of tendered items (**Annexure-IX**) on stamp paper of Rs. 100.00.

19. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

20. All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

21. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Patna, Bihar and all obligations hereunder shall be deemed to be located at Patna jurisdiction only.

THIS AGREEMENT will take effect from _____ day _____ Month of
Two Thousand Twenty Two.

In witness where of both the parties here to have caused their respective common seal to be hereunto affixed / (or have here into set their respective hands and seal) the day and year mentioned above in

Patna in the presence of the witness:

For and on behalf of the **"M/s**
_____Signature of the authorised
official.

Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

For and on behalf of the **"Director, AIIMS,**
Patna".
Signature of the authorised official.

Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

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

SIGNATURE AND STAMP OF THE BIDDER

MANDATE FORM
(Account/s Information form)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

Signature of Customer

(Bank's Stamp)

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Please attach a Cancelled Cheque along with the account information form.

PRE-REQUISITE INFORMATION

[To be given on letter head]

Tender No.:

Sl.	Item / Work Description	Quantity (if any)
1.	The Bidder's may submit prerequisite (if any) for which are to be provided by the institute, “ANNEXURE – “XI”	

SIGNATURE AND STAMP OF THE BIDDER

Integrity Pact

Between

All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Patna", and

..... hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Patna intends to award, under laid down organisational procedures, contract/s forThe AIIMS Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Patna will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Patna

- 1) AIIMS Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Patna, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Patna will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Patna will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Patna will exclude from the process all known prejudiced persons.
- 2) If AIIMS Patna obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Patna will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Patna's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Patna as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Patna is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

If AIIMS Patna has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Patna is entitled to demand and recover the damage equivalent to Earnest Money Deposit / Bid security.

2. If AIIMS Patna has terminated the contract according to Section 3, or if AIIMS Patna is entitled to terminate the contract according to Section 3, AIIMS Patna shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Patna Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

1. The AIIMS Patna will enter into agreements with identical conditions as this one with all Bidders and Contractors.
2. The AIIMS Patna will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Patna obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Patna has substantive suspicion in this regard, the AIIMS Patna will inform the same to the Chief Vigilance Officer. **Section - 8 Independent External Monitor**

1. The AIIMS Patna appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Patna.
3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Patna including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Patna and recuse himself/herself from that case.
5. The AIIMS Patna will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between

the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Patna and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Patna, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Patna and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Patna, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Patna has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Patna.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Patna.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Patna
Office Seal

Place: _____

Date : _____

For & on behalf of Bidder/Contractor
Office Seal

Witness 1: _____

Witness 2: _____

SPECIFICATIONS OF EQUIPMENTS MENTIONED IN SCHEDULE OF REQUIREMENTS

Technical Specification	Complied Yes/No
1.	

Note: - Provide undertaking each time for compliance & each time Supplied.

GFR 144(XI) COMPLIANCE CERTIFICATE

(On Rs. 100/- Non Judicial stamp paper)

Certificate to be submitted by Bidder

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

List of Consumables/Disposable

GENERAL TECHNICAL SPECIFICATIONS OF BONE CONDUCTION IMPLANT SYSTEM

S.No.	Technical Specifications Parameters	Specifications required
1	Device	Active Bone Conduction device, completely transcutaneous
2	Implant material	Titanium
3	Implant MRI compatibility	1.5 Tesla without removal of magnet
4	Age criteria	5 years old or above
5	Indications	For conductive, mixed Hearing Loss, Single Sided deafness
6	Audio Processor	Single unit processor
7	Better understanding of speech in noise	Features for better understanding of speech in noise
8	Signal Processing	16 independent compression channels (minimum)
9	Frequency range	250-8000 Hz
10	Power source	Powered by type 675 zinc air cells
11	External components	Robust and long lasting. Should be moisture resistant.
12	Processor with remote control	Audio Processor remote control
13	Enhanced features	up to 5 different programs
14	Wireless connectivity	For connectivity with external devices such as mobile phones.
15	Warranty	Implant : 5 Years from the date of surgery
		Audio processor : 2 years from the date of switch-on excluding consumables.
16	Approval/certifications	US FDA approved.
Note : Technical specifications compliance chart to be submitted along with supporting documents.		

GENERAL TECHNICAL SPECIFICATIONS OF BONE CONDUCTION HEARING AID SYSTEM

S.No	Technical Specifications Parameters	Specifications required
1	Device	Non-surgical solution ; Bone Conduction Hearing Aid System
2	Placement device	Single point attachment
3	Age criteria	Any age
4	Indications	For conductive hearing loss, Single Sided deafness
5	Audio Processor	Single unit processor
6	Better understanding of speech in noise	Features for better understanding of speech in noise
7	Signal Processing	8 independent compression channels (minimum)
8	Frequency range	250-8000 Hz
9	Power source	Powered by type 13 zinc air cells
10	External components	Robust and long lasting. Should be moisture resistant
11	Volume control & program button	Volume control & program button
12	Connectivity	For connectivity with external devices such as mobile phones.
13	Warranty	2 years from the date of fitting excluding consumables
14	Approval/certifications	US FDA approved.
Note : Technical specifications compliance chart to be submitted along with supporting documents.		

GENERAL TECHNICAL SPECIFICATIONS COCHLEAR IMPLANT BASIC MODEL WITH BTE SPEECH PROCESSOR

S.No.	SPECIFICATIONS REQUIRED	
	CI Specifications - Basic model with Behind-The-Ear (BTE) Speech Processor	
	Features of implant	
1	Should be small compact implant with air-tight titanium casing with silicone cover	
2	Should have multi-channel multi-electrode implantable segment	
3	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
4	Should be MRI compatible at 1.5 Tesla without removal of magnet. Should be USFDA approved for this feature.	
5	Should have both intra-operative and post-operative electrode integrity testing facility	
6	Should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period.	
	Processor design	
7	Behind-The-Ear (BTE)	
8	Should be moisture resistant	
9	Should have latest, internationally recognized sound coding strategies	
10	Should have adequate memory for storing multiple settings	
11	Should have wide input dynamic range (minimum 75dB) with automatic controls for sudden variation in too noisy and too quiet situations.	
12	Should be FM and other battery operated Assistive Listening Devices compatible	
13	Should have remote controlled processor for better manoeuvrability and durability for different listening situation and the Remote Control should be supplied with the system.	
14	Should be telephone compatible	
15	Should have option of rechargeable battery system and Zn air batteries. Both the options should be provided.	

	Acessories and spares	
16	Should be quoted with the following minimum set of accessories with warranties :	
A	Coils and cables	
B	Rechargeable batteries - 03 sets of batteries and charger.	
C	Clips to hold the processor in place - 02 no.	
D	Provision to hinge the processor at different body levels	
E	Electronic de-humidifier	
F	Device to check the speech processor functioning	
G	2 sets of spare cables	
H	Interchangeable magnets of varying strengths	
	Miscellaneous	
17	Should provide latest clinical hardware and software for intra-op testing and post-op mapping	
18	Should provide surgical, audiological and rehabilitative training	
19	The whole system implant and processor should be US-FDA approved.	
	Warranty	
20	Should elaborate the inclusions and exclusions of warranty	
21	Accessories, services and repairs should be available for at least 10 years	
22	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
23	Should have 10 years warranty for Internal Component of Cochlear Implant, 3 years warranty for Speech Processor and rest of all other accessories should have 1 year warranty excluding consumables.	
Note : Point by point technical specifications compliance chart to be submitted along with supporting documents.		

GENERAL TECHNICAL SPECIFICATIONS COCHLEAR IMPLANT BASIC MODEL WITH SINGLE UNIT SPEECH

PROCESSOR

S.No.	SPECIFICATIONS REQUIRED	
	CI Specifications - Basic model with Single Unit Speech Processor	
	Features of implant	
1	Should be small compact implant with air-tight titanium casing with silicone cover	
2	Should have multi-channel multi-electrode implantable segment	
3	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
4	Should be MRI compatible at 1.5 Tesla without removal of magnet. Should be USFDA approved for this feature.	
5	Should have both intra-operative and post-operative electrode integrity testing facility	
6	Should be compatible with current and all future technologies in speech processor and if company is no longer manufacturing the present speech processor then it should be upgraded to higher model free of cost if within the warranty period.	
	Processor design	
7	Off-The-Ear Single Unit Speech Processor	
8	Should be moisture resistant	
9	Should have latest, internationally recognized sound coding strategies	
10	Should have adequate memory for storing multiple settings	
11	Should have wide input dynamic range (minimum 75dB) with automatic controls for sudden variation in too noisy and too quiet situations.	
12	Should be FM and other battery operated Assistive Listening Devices compatible	
13	Should have remote controlled processor for better manoeuvrability and durability for different listening situation and the Remote Control should be supplied with the system.	
14	Should be telephone compatible	
15	Should be quoted with integrated rechargeable battery with minimum 03 years battery life expectancy.	

	Acessories and spares	
16	Should be quoted with the following minimum set of accessories with warranties :	
A	Clips to hold the processor in place - 02 no.	
B	Device to check the speech processor functioning	
C	Interchangeable magnets of varying strengths	
	Miscellaneous	
17	Should provide latest clinical hardware and software for intra-op testing and post-op mapping	
18	Should provide surgical, audiological and rehabilitative training	
19	The whole system implant and processor should be US-FDA approved.	
	Warranty	
20	Should elaborate the inclusions and exclusions of warranty	
21	Accessories, services and repairs should be available for at least 10 years	
22	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
23	Should have 10 years warranty for Internal Component of Cochlear Implant, 3 years warranty for Speech Processor and rest of all other accessories should have 1 year warranty excluding consumables.	
Note : Point by point technical specifications compliance chart to be submitted along with supporting documents.		

GENERAL TECHNICAL SPECIFICATIONS COCHLEAR IMPLANT ADVANCED MODEL WITH BTE SPEECH PROCESSOR

S.No.	SPECIFICATIONS REQUIRED	
	CI Specifications - Advanced model with Behind-The-Ear (BTE) Speech Processor	
1	The implant & speech processor quoted here should be different & advanced from the one quoted in the basic model	
	Features of implant	
2	Should be small compact implant, relatively thinner with air-tight titanium casing with silicone cover. The implant should be thinner than the basic model at the receiver-stimulator.	
3	Should have multi-channel multi-electrode implantable segment	
4	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
5	Should be MRI compatible at 3.0 Tesla without removal of magnet, should be US FDA approved for this feature.	
6	Should have both per-operative and post-operative electrode integrity testing facility	
7	Should be compatible with current and all future technologies in speech processor	
	Processor design	
8	Behind-The-Ear (BTE) Speech Processor, smaller	
9	Should be water resistant with/without water cover. Should have minimum IP54 rating.	
10	Should have latest, internationally recognized sound coding strategies	
11	Should have adequate memory for storing multiple settings	
12	Should have fully automatically controlled speech and sound management system. Should have wide input dynamic (minimum 75dB) range with automatic controls for sudden variation in too noisy and too quiet situations.	
13	Should be FM and other battery operated Assistive Listening Devices compatible	
14	Should have remote controlled processor for better manoeuvrability and durability along with	

	better switching between different listening situations	
15	Should be telephone compatible	
16	Should have option of rechargeable battery system and Zn air batteries. Both the options to be provided.	
17	Should have option for adaptive sound directionality with twin microphones.	
	Accessories and spares	
18	Should be quoted with the following minimum set of accessories with warranties :	
A	Coils and cables	
B	Rechargeable batteries - 03 sets of batteries and charger.	
C	Clips to hold the processor in place - 02 no.	
D	Provision to hinge the processor at different body levels	
E	Electronic de-humidifier	
F	Device to check the speech processor functioning	
G	2 sets of spare cables	
H	Interchangeable magnets of varying strengths	
	Miscellaneous	
19	Should provide latest clinical hardware and software for intra-op testing and post-op mapping	
20	Should provide surgical, audiological and rehabilitative training	
21	The whole system implant and Processor should be US-FDA approved.	
	Warranty	
22	Should elaborate the inclusions and exclusions of warranty	
23	Accessories, services and repairs should be available for at least 10 years	
24	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
25	Should have 10 years warranty for Internal Component of Cochlear Implant, 3 years warranty for Speech Processor and rest of all other accessories 1 year warranty excluding consumables.	

26	Wireless connectivity for better manoeuvrability to external audio sources like telephone, FM, telecoils etc.	
Note : Point by point technical specifications compliance chart to be submitted along with supporting documents.		

**GENERAL TECHNICAL SPECIFICATIONS COCHLEAR IMPLANT ADVANCED MODEL WITH SINGLE UNIT
SPEECH PROCESSOR**

S.No.	SPECIFICATIONS REQUIRED	
	CI Specifications - Advanced model with Single Unit Speech Processor	
1	The implant & speech processor quoted here should be different & advanced from the one quoted in the basic model	
	Features of implant	
2	Should be small compact implant, relatively thinner with air-tight titanium casing with silicone cover. The implant should be thinner than the basic model at the receiver-stimulator.	
3	Should have multi-channel multi-electrode implantable segment	
4	Should have provision to choose special electrode arrays for individual patient needs at no added cost	
5	Should be MRI compatible at 3.0 Tesla without removal of magnet, should be US FDA approved for this feature.	
6	Should have both per-operative and post-operative electrode integrity testing facility	
7	Should be compatible with current and all future technologies in speech processor	
	Processor design	
8	Off-The-Ear Single Unit Speech Processor, smaller	
9	Should be water resistant with/without water cover. Should have minimum IP54 rating.	
10	Should have latest, internationally recognized sound coding strategies	
11	Should have adequate memory for storing multiple settings	
12	Should have fully automatically controlled speech and sound management system. Should have wide input dynamic (minimum 75dB) range with automatic controls for sudden variation in too noisy and too quiet situations.	
13	Should be FM and other battery operated Assistive Listening Devices compatible	
14	Should have remote controlled processor for better manoeuvrability and durability along with	

	better switching between different listening situations	
15	Should be telephone compatible	
16	Should be quoted with integrated rechargeable battery with minimum 03 years battery life expectancy.	
17	Should have option for adaptive sound directionality with twin microphones.	
	Acessories and spares	
18	Should be quoted with the following minimum set of accessories with warranties :	
A	Clips to hold the processor in place - 02 no.	
B	Device to check the speech processor functioning	
C	Interchangeable magnets of varying strengths	
	Miscellaneous	
19	Should provide latest clinical hardware and software for intra-op testing and post-op mapping	
20	Should provide surgical, audiological and rehabilitative training	
21	The whole system implant and Processor should be US-FDA approved.	
	Warranty	
22	Should elaborate the inclusions and exclusions of warranty	
23	Accessories, services and repairs should be available for at least 10 years	
24	Company should have the provision of return in case of non-utilisation of the implant (personal or surgical causes)	
25	Should have 10 years warranty for Internal Component of Cochlear Implant, 3 years warranty for Speech Processor and rest of all other accessories 1 year warranty excluding consumables.	
26	Wireless connectivity for better manoeuvrability to external audio sources like telephone, FM, telecoils etc.	
Note : Point by point technical specifications compliance chart to be submitted along with supporting documents.		