All India Institute of Medical Sciences Bathinda (Punjab)

Mandi Dabwali Road, Bathinda, Punjab-151001



Tender for Instruments for AV Fistula surgical Set and CAPD set

Ref. No.	:	AIIMS/BTI/Tender/47
Publishing Date	:	23 May 2022 01:00pm
Pre-Bid Meeting	:	31 May 2022 03:00pm
Bid Submission Start Date	:	23 May 2022 01:00pm
Last Date of Bid Submission	:	14 Jun 2022 12:00pm
Bid Opening	:	15 Jun 2022 12:00pm

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

Email: procurementcellaiimsbti@gmail.com

TENDER NOTICE

Procurement of AV Fistula Surgical Set and CAPD set at AIIMS, Bathinda, Mandi Dabwali Road, Bathinda, Punjab-151001

1.E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Bathinda from interested and eligible manufacturer or their authorized distributors/dealers, for providing **AV Fistula Surgical Instrument set and CAPD set** at **AIIMS Bathinda**.

2. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>.

3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at <u>0120-4001 002</u>.

4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'.

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

6. Hard Copy of Bid security declaration tender fee and documents for technical bid etc. must be delivered to AIIMS, Bathinda on or before last date/time of Bid Submission as mentioned above. The bid with Financial bid will be summarily rejected.

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

<u>The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</u>

8. Any future clarification and/or corrigendum(s) shall be communicated through <u>https://eprocure.gov.in/eprocure/app</u> or through our website: <u>www.aiimsbathinda.edu.in</u>. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

10. The pre bid conference would be held through video conferencing. Interested firms are requested to share their details through email for video conferencing before the date and time of the conference. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head. The query may also be submitted through email on procurementcellaiimsbti@gmail.com.

11. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected outrightly.

12. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

13. **Bid Security:** - A Bid Security Declaration should be submitted with technical bid in place of Bid Security/EMD as per Office Memorandum No. 9/4/2020-PPD dated 12 Nov 2020 by Ministry of Finance, Government of India.

14. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition blacklisted for participating in future tenders by AIIMS Bathinda.

15. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit equals to 3% of the contract value** in the form of FD/BG/TD/CD for **60 days extra of the contract period** from any Nationalised/Schedule bank duly pledged in favour of "Executive Director AIIMS Bathinda" & payable at Bathinda only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Bathinda.

16. The needful action will be taken if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

17. The bid shall be valid and open for acceptance by the competent authority of AIIMS Bathinda for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

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

19. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

20. The competent authority of AIIMS, Bathinda reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Bathinda also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

21. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

22. The tender form is not transferable.

23. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

24. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

25. Installation at consignee's site should be free of cost immediately on arrival of equipment at

consignee's site (for equipment).

26. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of equipment at AIIMS premises to the AIIMS representatives for its evaluation as per the specification & desired functionality standard. However, a submission of videography displaying functionality as per tender specification may also be considered by the AIIMS, representative.

27. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.

- a. *Manufacturer* must add a certificate that item(s) is manufactured by them as per range of products.
- b. *Sole Manufacturers* must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
- c. *Authorized* agents must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarized affidavit on Indian Non-Judicial Stamp Paper of Rs.100/- (Rupees One Hundred only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

28. In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bathinda) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supplyorder may be cancelled and action will be taken as per bid security declaration.

29. The bidders should have furnished a copy of GST registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

30. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax <u>clearance certificate (IT CC</u>), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

31. **Sample/demonstration:** - In case, the item required prior submission of sample/ performing demonstration, tenderer will have to submit sample/perform demonstration of the equipment/item to the competent authority of the institute, the bidder will have to born all the expenses for the same. Non submission of sample/non performing demonstration will **disqualify** the bidder in the technical bidding process and financial bid of the bidder will not be opened.

32. The tenderer hereby guarantees that the equipment/consumable supplied to the Institute (purchaser) under the Contract shall be of the best quality/latest version and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The

kits/consumables at the time of receiving should have minimum 6 months shelves life (expiry). The tenderer will have further guarantees that the said equipment/consumable would continue to conform to the description and quality aforesaid for a period of five (5) years guarantee period (as per MoH&FW guidelines), from the date of installation of the said equipment/consumable to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said equipment, if during the aforesaid period of five years the said equipment/consumable be discovered not to confirm to the description and quality as required as per specification or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the tenderer and the Purchaser shall be entitled to call upon the tenderer to rectify/replace the equipment/consumable or such portion there of as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the tenderer and in such an event, the above mentioned warranty period shall apply to the equipment/consumable replaced from the date of replacement thereof. In case of failure of the tenderer to rectify or replace the equipment/consumable, within specified time, the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective equipment.

33. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original, failing which, tender may be disqualified.

34. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

35. The equipment installed should be up for 95% of the total warranty time. If the equipment is down for more than 5% suitable action shall be taken against the supplier including imposition of penalty as deemed fit.

36. If there is a close system the tenderer shall ensure and will have to submit an affidavit on Indian Non Judicial stamp paper of Rs.100/- along with technical bid that spare parts and consumables for these equipment's/instruments/item will be available at reasonable fixed rates for next 10 (ten) years, such rates should not be more than the rates supplied to institutes of national importance.

37. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

38. In case the vendor fails to supply the spare parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.

39. Liquidated damage/demerge: - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation repeat shall be signed in case of absence of any part as per the specification.

40. Legal Jurisdiction: -The Courts at Bathinda alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

41. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings /processing.42. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bathinda/Chandigarh, Punjab India only.

43. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Bathinda and his decision shall be final and binding upon both the parties.

 $I\,/\,We$ hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

(B) **<u>Financial terms and conditions</u>**

- 1. Rates are strictly required to be offered/quoted on the prescribed "<u>Financial Bid format</u>". Financial bid submitted without prescribed format may not be considered and will be deemed improper subject to the condition that there is a requirement to mention other item which are not mentioned in the said format.
- 2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Bathinda (Site of installation/Use).
- 3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.100/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Bathinda. If such affidavit is not submitted, tender will be out rightly rejected. (*Part of technical bid*)
- 4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
- 5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
- 6. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Bathinda.
- 7. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 8. **Tender Currencies:** The bidders are required to quote in Indian Rupees only.

9. **GST**: - If a bidder asks for GST to be paid extra, the rate and nature of tax applicable should be shown separately. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract.

10. **Payment terms:** - The payment shall be made to the supplier on the satisfactory receipt of the goods ordered. Advance payment shall not be made under any circumstances. The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of thebidder)

Note- Please sign each page of document including terms & conditions & tender

TECHNICAL BID (Documents to be attached in the "Technical Bid")

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
 Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency 	
3. Whether the signature on each page has been made by the bidder or not.	
4. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
6. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 100/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out	
rightly rejected.	
7. Please attach copy of last three years of Income Tax Return	
 8. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 25 lakh duly certified by the Chartered Accountant) b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. 	
 Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not mandatory) 	
9. PAN No. (Please attach copy)	
10. GST Registration Number. (Please attach copy)	
11. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
12. Power of Attorney/authorization for signing the bid documents (Not required in case of sole- proprietorship.)	
13. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 100/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
14. Please declare that proprietor/firm/company has never been black listed/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.100 notarized stamp paper.	
15. Please submit two performance certificate from your two different customers to whom you have supplied such type of consumables in previous 3 years	
16. Affidavit on Indian Non Judicial Stamp Paper of Rs.100/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Bathinda	
 17. Tender fee Rs. 1180/- should be deposited in the account of Executive Director, AIIMS Bathinda NEFT/RTGS. The details of account are as under: - Account No. : 40205094104 Name of Account : Executive Director, AIIMS Bathinda Name of Bank & Branch : SBI, Milk Plant Branch IFSC Code : SBIN0050872 The copy of UTR should be uploaded with technical bid, No Tender fee will be accepted offline. Incom 	
any respect shall be summarily rejected.	-

Undertaking

- 1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
- 2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
- 3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Bathinda in addition to execution of a contract as pre-condition for obtaining the supply orders.
- 4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Bathinda immediately after we are informed but in any case, not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
- 5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

FORMAT OF BID SECURITY DECLARATION

(On Bidders Letter head)

I / We, the authorized signatory of M/s....., participating in the subject tender No., do hereby declare:

(i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of All India Institute of Medical Sciences, Bathinda for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder Name of Authorized Signatory Company Name

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

(Clause 11	(c) of other	terms and	conditions	s of the tender)
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То		
The Administrative Officer,		
All India Institute of Medical Sciences		
Bathinda		
Dear Sir,		
TENDER:		
we,	, who are established	and reputable manufacturers of
, having factories at	and	, hereby authorize
Messrs(name and address	of agents) to bid, negotia	ate and conclude the contract with
you against Tender Nofor the abo	ove goods manufactured	by us.
We hereby extend our full guarantee and warran	nty as per the conditions	s of tender contract for the goods
offered for supply against this tender by the above firm.		
The authorization is valid up to		_
Yours faithfully,		
(Name) For and on behalf of Messrs.		
(Name of manufacturers)/Principal.		

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

То

Executive Director All India Institute of Medical Sciences Bathinda, Mandi Dabwali Road, Bathinda (Punjab)-249201

WHEREAS ______(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _______ dated ______ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of.______(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to --------- (indicate date).

(Signature with date of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Instruction for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

- 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.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 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.
- 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 / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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 document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 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 Tender No.: formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 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.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the Bid Security Declaration as per the instructions specified in the tender document. The original shouldbe posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 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.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

• On 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 Tender No. :

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

• The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 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.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

S.No.	Item	Quantity	Unit Price	GST	Total
1	AV Fistula Surgical instrument Set	02 set			
2	CAPD Surgical instrument Set	02 set			

List of Instruments and Format of Financial Bid:

Technical Specifications of Surgical equipment for AV Fistula Set

S.	Instruments	Quantity
No.		Required
1	Castro Vejo (Micro needle Holder) 17-18 cm Titanium	1
2	Kilner Catspaw retractor	1
3	Mathew Catspaw retractor	1
4	Mosquitoes Straight 12 cm	2
5	Mosquitoes Curved 12 cm	2
6	Towel Forcep 13 cm	4
7	Frazier Suction Tube 18 cm	1
8	Micro Potts Smith Scissor 18 cm	1
9	Debakey Bulldog Clamp Curved 7.5 cm	2
10	Diethrich Bulldog Clamp Angled 7.5 cm	2
11	Mixter/Rt Angled Forcep 20 cm (8 inch)	2
12	DeBakey Vascular Tissue Forceps with Straight 2 mm tip, 16 cm	1
13	DeBakey Vascular Tissue Forceps with Angled 2 mm tip, 16 cm	1
14	Straight Artery Forcep 16 cm	1
15	Curved Artery Forcep 16 cm	1
16	Instrument perforated case with silicon mat 260 x 240 x 25 (mm)	1
17	Sponge holding Forcep 25 cm	1
18	Needle Holder 18 cm Crile wood TC	1
19	Bowl 4 inch	2
20	Adson Toothed Forcep 15 cm	1
21	Kidney Tray 20 cm	2
22	Iris scissor straight 12 cm TC	1
23	Iris scissor curve 12 cm TC	1

Details -:

- 1. Castroviejo Needle holder: High quality, made with German Tungsten carbide tip 2.5 mm point, self-locking; Greater tactile feel, Light weight, 16-18 cm in length; Straight Beak; Complete body should be of Titanium; The Lock Flexibleto left and right also are adjustable by hand. Tip should enable suture holding proline 6-0.
- 2. Kilner Catspaw retractor: size 16 cm; Stainless Steel; CE Marked; BluntPronged Teeth
- 3. Mathew Catspaw retractor: size 16 cm; Stainless Steel; CE Marked; Blunt Pronged Teeth
- 4. Mosquitoes Straight: Working Surface Style: Serrated; Ring Type Handle, Ratchet Lock Mechanism; Made from surgical grade steel; size 4 inch; High Degree of Precision and Flexibility during all the Clinical Procedure.
- 5. Mosquitoes Curved x2; Working Surface Style: Serrated; Ring Type Handle, Ratchet Lock Mechanism; Made from surgical grade steel; size 4 inch; High Degree of Precision and Flexibility during all the Clinical Procedure.
- 6. Towel Forcep x 4; 100% stainless steel, Satin colour.

- 7. Frazier Suction Tube x 1; Slim Profile for Easily Traversing Narrow Spaces; 19.5cm Overall Length Ensuring Deep Surgical Reach; Finger Cut-Off Valve for Controlled Aspiration; Cleaning Wire for Eliminating Trapped Material
- 8. Potts Smith Scissor- Size 6" to 6.5"; Angled at 45 degrees.
- 9. Debakey-hess bulldog clamp stainless steel 10 mm, 23 mm jaw length; Totallength 7.5 cm approx.
- 10. Diethrich Bulldog Clamps Angled; 8 mm; Jaw length 40 mm; Total lengthapprox. 7.5 cm.
- 11. Mixter Right Angled Forcep: 8-inch size; Quality Stainless steel.
- 12. Debakey Vascular Tissue Forceps with Straight; 2 mm Tips; 6.5" (16.5 cm)
- 13. Debakey Vascular Tissue Forceps with Angled; 2 mm Tips; 6" (15.2 cm)
- 14. Artery Forceps straight with serrated jaws and box joint 160 mm length
- 15. Artery Forceps curved with serrated jaws and box joint 160 mm length
- 16. Microsurgical aluminium instrument sterilization tray, deep base, lid, and silicone finger mat, accommodates 12 to 15 instruments.
- 17. Sponge Holding Forcep 18 cm long
- 18. Needle Holder: Length:18 cm; Handle: Dual Gold Ring Handles; Curvature:Straight; Jaw Style: Fine; Tip Configuration: STR Tips
- 19. Stainless Steel Surgical Bowls; Made of Stainless-Steel material; Roundsurface and Smooth & Sharp Finish; 4" size approx. 230 ml capacity
- 20. Adson Toothed Forcep 150 mm length x 2; Stainless Steel
- Kidney Tray- Made of Stainless steel, well-polished, sanitary and easy to clean;Size 150mm (6") & 200mm (8")
- 22. Iris scissor straight 12 cm TC
- 23. Iris scissor curve 12 cm TC
- 24. Important requirements (all must be complied)
 - A. Instruments should be made from high quality German stainless steel (Quality Steel AISI 410 or 420 Grade) and should be rust-proof, with glass bead blasting finish
 - B. Instruments should be light weight & highly strong. Quoting company shouldhave relevant experience in successful execution of similar work in at least
 3 institutes of national importance of national importance or central government institutes and performance certificate of the same should be attached. They must provide the completed detail of the users (reputed govt. Hospital) including contact person, phone number, email ID, etc. Along withsatisfactory performance report from at least two of the users.
 - C. Price of individual instruments should be quoted separately.
 - D. All instruments should be USFDA certified or European CE certified with unique 4-digit identification code supported by documentary certificates and should have guarantee for 1 year or more.
 - E. All instruments should be validated with laser marking. Each instrument should be etched with catalogue no / data matrix preferred.

- F. Physical demonstration of the quoted instruments is mandatory as per the departmental requirement proper instrument catalogue showing all quoted instruments with detailed specifications should be submitted.
- G. One Year Warranty against manufacturing defects and malfunctioning.
- H. Individual Packet with Hologram. Brand and Quality are laser marked in every instrument.

S.	Instruments	Quantity
No.		Required
1	Allis Tissue Forceps 19 cm	2
2	Straight Artery Forcep 16 cm	2
3	Curved Artery Forcep 16 cm	2
4	Stainless Steel Surgical Bowls 4 inch	2
5	Babcock Tissue Forceps 20 cm	2
6	Kidney Tray 25 cm	1
7	Mosquitoes Straight 12 cm	2
8	Mosquitoes Curved 12 cm	2
9	Towel Forcep 13 cm	4
10	Toothed Forcep 15 cm	1
11	Non toothed Forcep 15 cm	1
12	BP Handle (No. 3)	1 each
13	BP Handle (No. 4)	1 each
14	Langenback retractor 40x11 mm tip, 21.5 cm	2
15	Instrument Tray with Lid 14 x 10 cm	1
16	Sponge Holding Forcep 25 cm	1
17	Needle Holder 18 cm Crile wood TC	1
18	Metzenbeun Scissor curved 15 cm	

Details -:

- 1. Allis Tissue Forceps 190 mm length; The teeth have grooves in between so that when the two blades meet, one tooth of the blade fits in the groove of the other blade
- 2. Artery Forceps straight with serrated jaws and box joint 160 mm length
- 3. Artery Forceps curved with serrated jaws and box joint 160 mm length
- 4. Stainless Steel Surgical Bowls: Made of Stainless-Steel material; Round surface and Smooth & Sharp Finish; 4" size approx. 230 ml capacity
- 5. Babcock Tissue Forceps 20 cm
- 6. Kidney Tray- Made of Stainless steel, well-polished, sanitary and easy toclean; Size 150mm (6") & 250mm (10")
- 7. Mosquitoes Straight: Working Surface Style: Serrated; Ring Type Handle, Ratchet Lock Mechanism; Made from surgical grade steel; size 4 inch; HighDegree of Precision and Flexibility during all the Clinical Procedure.
- **8**. Mosquitoes Curved: Working Surface Style: Serrated; Ring Type Handle, Ratchet Lock Mechanism; Made from surgical grade steel; size 4 inch; HighDegree of Precision and Flexibility during all the Clinical Procedure.
- 9. Towel Forcep: 13 cm length; 100% stainless steel, Satin colour.
- 10. Plain (Not Adson) Toothed Forcep 150 mm length; Stainless Steel
- 11. Plain (Not Adson) Non toothed Forcep 150 mm Length; Stainless Steel
- **12.** BP Handle No. 3
- **13.** BP Handle No. 4

- 14. Langenback retractor size 210 mm length
- 15. Instrument Tray with Lid 14 x 10
- **16**. Sponge Holding Forcep 25 cm long
- 17. Needle Holder: Length:18 cm; Handle: Dual Gold Ring Handles; Curvature: Straight; Jaw Style: Fine; Tip Configuration: STR Tips
- 18. Metzenbeun Scissor curved 15 cm
- **19.** Important requirements (all must be complied)
 - A. Instruments should be made from high quality German stainless steel (Quality Steel AISI 410 or 420 Grade) and should be rust-proof, with glass bead blasting finish
 - B. Instruments should be light weight & highly strong. Quoting company should have relevant experience in successful execution of similar work in at least 3 institutes of national importance of national importance or central government institutes and performance certificate of the same should be attached. They must provide the completed detail of the users (reputed govt. Hospital) including contact person, phone number, email ID, etc. Along with satisfactory performance report from at least two of the users.
 - C. Price of individual instruments should be quoted separately.
 - D. All instruments should be USFDA certified or European CE certified with unique 4-digit identification code supported by documentary certificates and should have guarantee for 1 year or more.
 - E. All instruments should be validated with laser marking. Each instrument should be etched with catalogue no / data matrix preferred.
 - F. Physical demonstration of the quoted instruments is mandatory as per the departmental requirement proper instrument catalogue showing all quoted instruments with detailed specifications should be submitted.
 - G. One Year Warranty against manufacturing defects and malfunctioning.
 - H. Individual Packet with Hologram. Brand and Quality are laser marked in every instrument.