# ALL INDIA INSTITUTE OF MEDICAL SCIENCES,

Hospital Store, 1st Floor, Near Blood Bank (Main), AIIMS

ANSARI NAGAR, NEW DELHI-110 029, INDIA. <u>E-mail: cov19.aiims@gmail.com.</u>

# SHORT TENDER ENQUIRY DOCUMENT

(For supply of Machinery & Equipment for Covid-19



# **ATE No:** 09/Hosp/M&E/COVID-19/2020-21

**Items:** Purchase of Non-Rebreather Mask-100 Nos. for COVID-19 Pandemic.

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## **SECTION-I**



# ALL INDIA INSTITUTE OF MEDICAL SCIENCES ANSARI NAGAR, NEW DELHI-110 029

#### NOTICE INVITING TENDERS (NIT)

ATE No: 09/Hosp/M&E/COVID-19/2020-21

On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, invites <u>SHORT</u> <u>TENDER IN SINGLE BID SYSTEM</u> (Techno-commercial & Financial Details Together) from the reputed, eligible and qualified firms/manufacturers/suppliers <u>for</u> <u>Immediate purchase/supply</u> of following Goods for AIIMS Hospital, New Delhi-29, India.

S. No.	Brief Description of Goods		Qty.	Amount of Bid Security/EMD NIL				
1.	Procurement of Non-Rebreather	100 Nos.						
CRITICAL DATE SHEET								
Published	Date & Time		13.05.2020					
Date for su	lbmission of Bid	18.05.2020 upto 2.30 p.m.						
Date for op	ening of bid	18.05.2020 at 3.30 p.m.						

#### Note:-

- 1. Quotations/Offers in sealed envelopes/e-mail of all the quoted items must reach to Stores Officer, Hospital Store, 1st Floor, AIIMS, New Delhi before the scheduled submission date and time.
- Sealed quotations/offers of all items will be received in the office of Stores Officer and will be put up before the Technical Selection Committee as per above schedule in the Seminar Room, 1<sup>st</sup> Floor, Hospital Store (Main Hospital), AIIMS, New Delhi-29.
- 3. The bidders must submit copy of this tender document duly signed and stamped by the authorised signatory along with the Bid.
- 4. 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 Bids.
- 5. The tender will be published on site <u>www.aiims.edu</u> (tenders) and final recommendations will be published on same website (notices) only.

#### SECTION-II Instruction To Bidders

# A. <u>SUBMISSION OF BIDS</u>

## <u>The bids are to be submitted in person or on e-mail:</u> cov19.aiims@gmail.com. on or before submission date & time.

#### 1. Documents Comprising the Bid:

The bids are invited in **Single Bid System**, (Technical and Financial Bid in single envelope) wherein the bids prepared by the bidder shall comprise the following:

1.1 Technical specifications of the quoted Items along with details i.e. Brand name, Manufacturer & item is imported or indigenous.

#### 1.2 Price of the quoted item(s) with all the details including Make, Model etc. of the goods offered which is to be submitted in the attached format (as per Section-VIII)

- 1.3 Copy of Previous supply order and their "Performance Certificate" along with list of organizations where the tenderer have been supplying same/similar items etc. issued by respective institutions/Hospital to be submitted (If available).
- 1.4 Copies of Quality certification documents for each quoted items as mentioned in the specification of tender items as Section IV.
- 1.5 The following documents, wherever applicable may also be submitted:
  - a) Technical bid (with detailed specifications of quoted product), scope of supply, Terms & conditions (including, country of origin, detailed name of OEM, warranty, payment terms, delivery period, bid validity, banker details etc).
  - b) "Technical Brochure/Catalogue of OEM of quoted goods" detailing its technical parameters.
  - c) "Tender Acceptance Form" as per Section-VII to be submitted.
  - d) Copy of GST Registration Certificate.
  - e) Bidder who quotes for goods manufactured by other manufacturer shall submit copy of "Manufacturer's Authorization Form" as per Section-X. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorization Form to be uploaded.
  - f) Power of Attorney (Self declared & attested) in favor of signatory of Tender/Bid and signatory of Manufacturer's Authorization Form to be attached.
  - g) The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution on firm's letter head (self attested).
  - h) The tenderer/supplier has to give an undertaking on firms letter head (self attested) for fall clause (as per Clause No 6, Part-D) i.e the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute.

(f) A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

#### 2. Bid Currencies

- 2.1 The price of required goods must be quoted in Indian Rupees (INR) only.
- 2.2 Bids, where prices are quoted in any other way/currency shall be treated as non -responsive bid and summarily rejected.

#### 3. Bid Prices

- 3.1 The Bidder shall indicate in the Price Schedule, all the specified components of prices shown therein including the unit prices on DDP, AIIMS, New Delhi basis, applicable GST, HSN Code, it proposes to supply against the requirement. The details about make & model, if applicable, may also be indicated. All the columns shown in the price schedule format should be filled up.
- 3.2 Price must be quoted at DDP, AIIMS basis.
- 3.3 If there is more than one item in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or all the items.
- 3.4 The quoted prices must inclusive of installation, commissioning, supervision, demonstration and training (if applicable). No extra payment request will be considered for such services.
- 3.5 If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

#### 4. Bid Validity

4.1 The bid shall remain valid for a period of at least 90 days from the date of bid submission.

#### 5. Demonstration of Quoted goods

5.1 The bidder are required to keep ready their quoted equipment (Model) for physical (live) demonstration. If Committee desired to demonstrate the equipment, telephonic/email communication will be sent and only one day period will be given for bringing equipment for demonstration. In case of OEM/Supplier fails to bring quoted equipment for demonstration or fails to demonstrate features, their offer/quotation will be summarily rejected and no further request/opportunity will be considered in this regard.

## B. <u>BID OPENING</u>

#### 1. Opening of Bids

Bids will be opened after due time and date as defined in the Critical Date Sheet, in presence of authorized representatives of bidders who will be present at the scheduled time.

# C. <u>SCRUTINY AND EVALUATION OF BIDS</u>

#### 1. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

#### 2. Scrutiny of Bids

- 2.1 All the bids received within the stipulated period of bid submission, shall be opened by the designated committee in presence of authorized representatives of bidders who will be present at the scheduled time. After opening, the Bids (single envelop with Techno-commercial & financial details together) shall be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 2.2 In the absence of submission of the documents as detailed above under clause No.1 Section–II (A) above and the following documents, bid shall be declared non-responsive during the evaluation and will be ignored;
  - i) Tender Acceptance Form as per Section-VII (signed & stamped) not uploaded.
  - ii) Bid validity is shorter than the required period.
  - iii) Manufacturers Authorization Certificate (As per tender format)
  - iv) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
  - v) Poor/unsatisfactory past performance.
  - vi) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/AIIMS, New Delhi.
  - vii) Bidder has not agreed for the delivery terms and delivery period.
  - viii) If quoted model is not meeting the desired quality as per Technical Specification.

#### 3. Evaluation of Bids

For all the bids found to be responsive after scrutiny on the basis of prequalification documents, the evaluation will be done as under:

- 3.1 Ranking Statement of all the bids will be prepared on the basis of rates quoted.
- 3.2 Preliminary/Commercial Examination of bidders in the zone of consideration shall be done and unresponsive bidders shall be rejected. Conditional bids shall be summarily rejected.
- 3.3 Convey in cases, where there is discrepancy between quoted prices in figures and that in words.
- 3.4 Evaluation sheet shall be prepared on the basis of technical evaluation (strictly on the basis of Technical specifications compliance). If desired by committee, demonstration will be invited and would be part of evaluation & selection.
- 3.5 After technical evaluation, the bidders shall be intimated regarding the acceptance/rejection of their bids. The report of the Technical Evaluation committee to reject the quotation in full or any part of the supply which is not confirming to the specification or other terms and conditions, shall be final and binding.

- 3.6 The bidders who are found to be technically and commercially responsive shall be intimated and letter of intent to the bidders will be issued.
- 3.7 The contract shall be awarded to the L-1 bidder for the entire quantity as per schedule of requirement.

#### 4. Item-wise Evaluation

4.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

### 5. Ranking:

The ranking will be considered by including DDP price with GST.

#### 6. Alternative Models

- 6.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the Tender document of same manufacturer with single Bid Security.
- 6.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised tender enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised tender enquiry.
- 6.3 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Advertised tender enquiry.

### 8. Terms of Delivery:

The ordered Goods shall be delivered by the supplier in accordance with the terms of delivery i.e. 15 days from the date of supply order.

#### 9. Liquidated Damages

9.1 If the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract.

# D. AWARD OF CONTRACT

#### 1. Issue of Purchase order:

Promptly after issue of letter of intent, the Purchaser will prepare and mail the supply order duly completed and signed, to the successful bidder by e-mail.

## 2. Terms of Delivery

Goods shall be delivered by the supplier/OEM on "Free Delivery at Site" basis within specified Delivery Period mentioned in the Purchase Order (within 15 days from Purchase order),

#### 3. Prices

Prices quoted by the bidder shall remain firm and fixed for a period of 03 months and Institute reserves the right to place supply orders, as per requirement on the same rates, terms and condition.

#### 4. Payment Terms

4.1 (i) 75% payment would be made on receipt of goods in good condition and acceptance, and upon the submission of the following documents:

Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount.

(ii) Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable)

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(iii). 100% payment will be released after supply, Installation, testing & Inspection note released by the concerned user department/store and against submission of Performance Bank Guarantee of 10% order value valid upto 90 days beyond warranty period.

(iv) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer/PFMS mode.

- 4.2 Any request/condition for advance payment (part/full) is not acceptable.
- **5.** Quantity shown in the Schedule of Requirement (Section-III) is approximate quantity and can be increased or decreased to any extend depending on the actual requirement.

#### 6. Fall Clause:

Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract of the Rate Co

#### SECTION – III SCHEDULE OF REQUIREMENTS

S1. No.	Brief description of goods	Consignee/User department	Qty.	Warranty Period	CAMC period after warranty
01.	Non-Rebreather Mask	Emergency Medicine (Casualty)	100	00	00

#### Terms of Delivery:

DDP, AIIMS, New Delhi basis.

## **Delivery Period:**

The supplier must supply the ordered equipment/instruments (complete supply) within 15 days period from the date of supply order.

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# SECTION – IV (TECHNICAL SPECIFICATIONS)

<u>F.No.</u> 09/Hosp/M&E/COVID-19/2020-21

# **Specification for NON-REBREATHER MASK**

- Should be latex free, odourless
- Mask and tubing should be very light and transparent
- Adjustable nose clip assures comfortable fit
- Mask designed to fit the face contours
- Mask of adult and paediatric sizes
- A low resistance check valve on either side of the mask to prevent the re-breathing through the mask and allow exhaled gases to escape
- A valve and a reservoir for oxygen
- 1.5 Lt Reservoir bag for adults and 0.75 Lt reservoir for kids
- Tubing : 7 ft length
- Non kinking connecting tube
- Should be made of good quality PVC.

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#### SECTION - V

#### **Qualification Criteria**

- 1. In case the manufacturer does not quote directly, they may authorise their authorized agent as per Proforma of "Manufacturer Authorization Form" as given in the Advertised tender enquiry Document to quote and enter into a contractual obligation.
- 2. The Manufacturer should have supplied and installed at least one unit in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
- 3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma of Section-VI.
- 4. The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed along with the bid.

#### SECTION-VI

#### **PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

STE No.	:					
Date of Bid Opening	:					
Name and address of the Bidder	:					
Name and address of the Manufacturer :						

Order placed by (full	and	Description (Model No.) and	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been
address)	date ##	quantity			Contract	Actual	Reason s for Delay if Any	functioni ng Satisfacto rily (attach document ary proof)**
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name\_\_\_\_\_

Business Address\_\_\_\_\_

Place: \_\_\_\_\_

Signature of Bidder\_\_\_\_\_ Seal of the Bidder\_\_\_\_\_

#### **SECTION - VII TENDER ACCEPTANCE FORM**

То

#### The Director. All India Institute of Medical Sciences Ansari Nagar, New Delhi-110 029 India.

Ref. Your ATE No. \_\_\_\_\_\_ due for opening on

insert date

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to keep our bid valid for acceptance as required in the "Instruction to Bidders", for subsequently extended period, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised short tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt. Ministries/AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment/ corrigendum if any.

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser.

> Name: Business Address

Place: \_\_\_\_\_

Contact No.

Date: \_\_\_\_

## **SECTION – VIII**

### PRICE SCHEDULE FORMAT

(TO BE FILLED ON FIRM'S LETTER HEAD)

## Tender Ref. No. 09/Hosp/M&E/COVID-19/2020-21

Subject: Procurement of Non-Rebreather Mask-100 Nos.

Bidders Ref. No.

Dated.

1	2	3	4	5	6	7	8.
S.	Description of	Quantity	Make &	Unit	GST	Net unit price	Total price
No.	Goods	required	Model:	Price	%	(Inclusive of	(INR)
		as per		(INR)		GST upto	((3x7)
		tender				Consignee site)	
01	Non-Rebreather	100					
	Mask						

Name & Detail of Business Organisation.....

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Signature of Authorised Signatory

#### SECTION – IX MANUFACTURER'S AUTHORISATION FORM

### The 'Director, All India Institute of Medical Sciences Ansari Nagar, New Delhi-110029, India.

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_\_(name and description of the goods offered in the bid) having factories at \_\_\_\_\_\_, hereby authorize Messrs\_\_\_\_\_(name and address of the agent) to submi a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

reason here).

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_\_\_\_\_(name and address of the above agent) is authorised

to submit a bid, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CAMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

We also confirm that in case we change appointed Indian agent during Comprehensive warranty/CAMC period, all accepted liabilities will be fulfilled/accepted by me (OEM) or our new appointed Indian agent without any additional cost and conditions.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs\_\_\_\_\_

[Name & address of the manufacturers]

(please

provide

- <u>Note</u>: 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
  - 2. Original letter may be sent.