अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

ANDHRA PRADESH

A CAB under Ministry of Health & family Welfare, Government of India Old TB Sanatorium Road, Mangalagiri, Guntur (AP), 522503

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

NOTICE INVITING RE-TENDER "PROVISION OF AUDIOLOGY & SPEECH ROOM FOR ENT DEPARTMENT" AT AIIMS, MANGALAGIRI

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

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

Description	Provision of audiology & speech room for ENT department.
Type of Bid	Two Cover Bid
Mode of Tender	E- Tender
Tender Publishing Date	08 / 03 / 2021
Last date and time for submission of Tender	23 / 03 / 2021 3.00 PM
Date and time for opening of tender	24 / 03 / 2021 4.00 PM
EMD	Rs.13,000/-
For viewing only detailed NIT and Qualifying Requirement, bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) MANGALAGIRI

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

Website: <u>https://www.aiimsmangalagiri.edu.in/</u>Email:<u>sr.storeofficer@aiimsmangalagiri.edu.in</u> Tendering Portal: <u>https://eprocure.gov.in</u>,

<u>Proposal for setting up audiometry room in the department of ENT, AIIMS</u> <u>Mangalagiri</u>

<u>Purpose of the room :</u>

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

DESIGN OBJECTIVE:

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

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

Tender Notice

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

Public Tender

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of the following equipment's through online e-procurement portal i.e. <u>https://eprocure.gov.in</u>

Table 1: -

Sr. No.	Item Description	EMD
1	PROVISION OF AUDIOLOGY & SPEECH ROOM FOR ENT DEPARTMENT	Rs.13,000

Tenderer needs to be submitted the EMD Amount in the form of FDR/Bank Guarantee/DD in favour of "Director, AIIMS Mangalagiri", Payable at Mangalagiri before last of submission of Tender.

Bidders can download complete set of bidding document from e-procurement platform <u>https://eprocure.gov.in</u>

The Tender notice and Tender documents is also available in our website: <u>www.aiimsmangalagiri.edu.in, www.eprocure.gov.in</u>

Bidders have to submit the bids online by uploading all the required documents through <u>https://eprocure.gov.in</u>

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

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

Senior Store Officer For & on behalf of Director, AIIMS Mangalagiri

Manual bids will not be accepted under any circumstances

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

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

Any future clarification(s) and / or corrigendum(s) shall be communicated through the website <u>www.aiimsmangalagiri.edu.in</u> & <u>https://eprocure.gov.in</u> For any query related with this Tender should be mailed to <u>sr.storeofficer@aiimsmangalagiri.edu.in</u> For E – tendering Queries contact For any technical related queries please call the Help desk. The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and E-Mail : <u>support-eproc@nic.in</u>

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance E-Mail : cppp-doe@nic.in

For any Issues / Clarifications relating to the published tender(s) Kindly contact the respective Tender Inviting Authority Email: <u>sr.storeofficer@aiimsmangalagiri.edu.in</u>

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

Senior Store Officer For & on behalf of Director, AIIMS Mangalagiri

ELIGIBLE CRITERIA POINTS OF THE NOTICE INVITING TENDER

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

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

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

 Mangalagiri or blacklisted/debarred by any other State / Central Government's
 organization shall not be entertained.
- Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender.

Note:

1. Notwithstanding anything stated above, the Institute reserves the right to assess the

Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

2. The Job/work doing may be blueprint should submit at the time of opening of technical bid before the technical bid evaluation committee. Financial bids of only those products will be opened whose samples qualify as per technical specification by the technical evaluation committee. However, the committee may call for the samples at any point of time.

Online electronic bids (e-tenders) are invited for the Provision of audiology & speech room for ENT department, AIIMS Mangalagiri. Bids will be accepted from reputed & genuine manufacturers/ dealers/suppliers/Authorized Distributor/importers only. The salient features of the tender are us under:

- Earnest Money Deposit (Refundable): Rs. 13,000 The EMD of successful bidder shall be discharged after submission of performance security bank guarantee. The EMD shall be in the form of Bank Guarantee/Demand Draft/FDR drawn in favour of the Director, AIIMS Mangalagiri.
- 2. Validity of offer : The offer shall be valid for 180 days from the last date of submission of the bid and if your offered rates and items are accepted for Contract the same will remain valid for the entire period of Contract.
- 3. The award of the contract is not linked with the procurement style opted by Institute during the entire period of contract. Modality of procurement and inventory management of any item may be changed at any point of time.
- 4. EXPERIENCE AND TURN OVER : Tenderer should have supplied similar nature of works during last 3 years to Government hospitals / reputed private hospitals, organizations and the copy of the same should be provided. The firm/supplier/contractor should be registered and should have minimum average annual turnover at least ₹ 2.00 Lakhs during the last three financial years. Copies of, Turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India. long with copies of authenticated Balance Sheet & P&L Account for the last three financial years. should be provided.
- 5. **Performance Security :** The performance guarantee should be in the form of bank guarantee /fixed deposit receipt from a scheduled bank. Those vendors who have been identified for the purpose of Contract will be required to deposit the performance security

of Rs. 30,000.00/- within 03 weeks after issue of work order and it should be valid for a period of 15 months from the date of completion of work.

6. Bidder should have a valid licenses/certification for supply.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

- Online E-tendering is invited on behalf of Director, All India Institute of Medical Sciences, Mangalagiri (AIIMS Mangalagiri) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound, interested and eligible bidders to supply of various consumable items to AIIMS Mangalagiri. 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.
- 2. These items will be purchased on monthly basis / as or when required.
- Tender documents can be viewed and downloaded from the website of AIIMS, Mangalagiri www.aiimsmangalagiri.edu.in (for reference only) and Central Public Procurement Portal <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given Tender Date Sheet.
- 4. 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>. Broad outline of activities from prospective Bidders:
- 6. <u>Digital Certificates</u>: For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (C.A) licensed by Controller of Certifying Authorities (CCA) [refer <u>http://www.cca.gov.in</u>]
- The EMD shall be in the form of Bank Guarantee/Demand Draft/FDR drawn in favour of the Director, AIIMS Mangalagiri. The original Earnest Money must be delivered to *Office*

of Sr. Stores Officer, First Floor, Dharmashala Building, AIIMS, Mangalagiri, Andhra Pradesh -522503 on or before bid closing date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

8. <u>Registration</u>:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online bidder Enrolment" 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.

9. <u>SEARCHING FOR TENDER DOCUMENTS</u> :

• 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.

- Tender documents can be viewed and downloaded from the website of AIIMS, Mangalagiri <u>www.aiimsmangalagiri.edu.in</u> (for reference only) and Central Public Procurement Portal <u>https://eprocure.gov.in/eprocure/app</u>
- 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.

10. 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.
- 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.

11. 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 EMD as applicable and enter details of the instrument.
- The tender shall be digitally uploaded using their DSC in two part, viz., technical bid and Financial Bid.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be 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.
- 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.

12. 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.

AIIMS TERMS AND CONDITIONS

- 1. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
- 2. The bidder shall be an Income Tax registered entity operating in India for a minimum period of 1 years.
- 3. The agency should not have been blacklisted/debarred by central / state government departments /undertakings.
- 4. At any time before the submission of bids, AIIMS, MANGALAGIRI may amend the tender by issuing an addendum in writing or by standard electronic means.
- 5. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- 6. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
- Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
- 8. The bidder is required to fill up the entire format as provided in the relevant Annexures of the tender document.
- 9. At any time prior to the deadline for submission of bids, the AIIMS, Mangalagiri may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.
- 10. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.

- 11. The duly filled in tender should be submitted in sealed cover ne in the prescribed with all supporting documents.
- 12. Prices shall be quoted in Indian Rupees only.

13. Opening and Evaluation of Bids:

- a) The AIIMS Mangalagiri will open all bids on the appointed date and time.
- b) Any effort by a Bidder to influence the AIIMS Mangalagiri in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.
- d) The AIIMS Mangalagiri will award the contract to the Bidder whose bid has been determined to conform to technical parameters of the specific scope of work and one who has offered most competitive rates.
- 14. The AIIMS Mangalagiri reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the AIIMS Mangalagiri action.
- 15. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by proprietor/owner or authorized representative.
- 16. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.
- 17. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.

- 18. The Courts of India at Vijayawada/Guntur will have exclusive jurisdiction to determine any proceeding in relation to this contract.
- 19. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

GENERAL TERMS AND CONDITIONS

- Bids will be accepted from registered manufacturers/dealers/suppliers/Authorised Distributor/importers only
- 2. Conditional Bids shall not be accepted.
- **3.** The period of contract arrangement shall be for One year from the date of contract commencement. AIIMS MANGALAGIRI may terminate the contract at any given time if any serious lapse in performance is noticed during the course of contract.
- 4. The rates to be approved in the tender shall be valid for the whole of the period of the contract and no enhancement in rates will be allowed for any reason whatsoever, during the contract period of one year.
- 5. Tender should be for "All Inclusive Basis"
- 6. Once the tender is accepted and the contract is finalized, the contractor will be expected to keep in touch with the AIIMS MANGALAGIRI for further orders throughout the period of the contract and comply promptly.
- 7. The bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.
- 8. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby resulting in disqualification in addition to forfeiture of the EMD.
- **9.** To assist in the analysis and evaluation of bids, the Competent Authority, may ask bidders individually or jointly for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or material/ substance of the bid offered shall be permitted.

- 10. After evaluation, the work shall be awarded normally to the Agency fulfilling all the terms and conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all-relevant Acts / provisions as stated / referred for adherence in the tender document.
- **11.** Authority to the purchase: Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract
- 12. Responsibility of the Bidder for executing the contract: The bidder shall perform the contract in all respect in accordance with the terms and conditions mentioned therein. The bidder shall remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place.
- 13. Rate: The rate quoted by bidder shall remain fixed until the completion of contract.
 - a) All rates quoted should be for whole job.
 - **b)** Rate quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of Financial Bid.
 - c) All rates quoted should be F.O.R. destination i.e. Central Stores AIIMS, Mangalagiri
 - **d)** The Institute will not own responsibilities for issuance of road permit and clearance of consignment from any road, rail, air, postal terminals etc.
 - e) No escalation in rates (except Govt levy / tax) would be permissible.
- 14. Change in Constitution of firm: Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.
- **15. Termination of Contract:** In case any party (Institute or the company) wants to withdraw from the contract, it can do so after giving 03 (three) months" notice in writing to the Central Stores. The Director reserves the right to accept or reject any offer partially or fully without assigning any reason.
- **16. Exclusive right :** The Director, AIIMS Mangalagiri, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without

assigning any reasons and also to cancel the supply at any time without assigning any reason.

- 17. The tender is liable to be disqualified in case of any one or more of the following:
 - a) Non- submission in accordance with terms and conditions of the Tender Form.
 - b) During validity of the quotation period the tenderer increases his quoted prices.
 - c) The tenderer qualifies the Tender with his own conditions.
 - d) Receipt of incomplete form including rate schedule.
 - e) Receipt after due date and time.
 - f) Having not submitted Earnest Money Deposit in the form of pay Order/Demand Draft/Cheque and Bank Guarantee.
 - g) Information submitted in Technical bid is found to be incorrect or false any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract.
 - h) Awardee of the contract qualifies the letter of acceptance of the contract with his own conditions.
 - i) The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
 - j) Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified.
 - k) While processing the tender documents, if it comes to the knowledge of the AIIMS, MANGALAGIRI that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
 - The bidder is found to have negative net worth on the basis of the audited Balance Sheet/Profit &Loss a/c in any year during the last three years submitted with the tender.

- m) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- n) Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- o) If confidential inquiry reveals facts contrary to the information provided by the bidder.

Note: The list given above is indicative and not exhaustive, decision of AIIMS MANGALAGIRI in this respect shall be binding and no representation shall be entertained in this respect.

- **18.** The AIIMS Mangalagiri does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders without assigning any reason, whatsoever.
- **19.** Any change in the constitution of the concern of the Contractor shall be notified forthwith by the Contractor in writing to the AIIMS Mangalagiri and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Contractor in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
- **20.** At any time before the submission of bids, AIIMS, MANGALAGIRI, may amend the tender by issuing an addendum by standard electronic means and shall be displayed on the AIIMS, MANGALAGIRI website. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by the AIIMS, MANGALAGIRI.
- **21.** Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding though consortium is not allowed.
- 22. The Director, AIIMS Mangalagiri reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, AIIMS Mangalagiri shall be final. The work can be awarded to one or more agencies if need arises.

- **23.** Some of the items may be kept on utilization or consignment basis as elaborated in the tendered list.
- **24.** The firms who intend to participate in the tender should first ensure that they fulfil all eligibility criteria as prescribed in the general terms & conditions.
- **25.** The bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document enquiries shall be entertained in respect of acceptance or rejection the bid.
- **26.** The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 27. 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.
- **28.** 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.

13. Eligible Bidders :

- Bidders shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to bind the bidder.
- This Invitation for Bids is open to pre-qualified bidders as well as other bidders who meet BEC.
- Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other

documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

- The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- The bidder is not put-on black listed by any Government Department/ Public Sector Company.

14. Language of Bid :

The bid prepared by the bidder as well as all correspondence/drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

15. Period of Validity of Bids :

- The bid shall remain valid for acceptance for Six (6) months from the bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post /e-mail).

16. Amendment of Bidding Documents :

- At any time prior to the bid due date, the AIIMS Mangalagiri may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.
- Any addendum thus issued shall be part of the Bidding Documents pursuant and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.

• AIIMS Mangalagiri may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

17. Late Bids

Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

18. Purchase Preference

Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

19. Award Criteria

Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

PURCHASER's Right to Vary Quantities at Time of Award

PURCHASER reserves the right at the time of award of ORDER to increase or decrease the quantity of MATERIAL specified in the Material Requisition, without any change in unit price or other terms and conditions.

20. Acceptance of Purchase Order

AIIMS Mangalagiri will issue the Purchase Order to the successful bidder, who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to AIIMS Mangalagiri.

21. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the good's final

destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost. When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 15 days and in the case of dangerous/infested and perishable materials within 24 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the materials rejected so as to recover the freight charges from the supplier

22. Payment terms:

After receipt and acceptance of material by AIIMS Mangalagiri, supplier shall submit bills. 100% Payment will be released normally within 30-45 days after submission of bills, through online mode e-banking.

23. Corrupt or Fraudulent Practices

AIIMS Mangalagiri requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser: defines, for the purposes of this provision, the terms set forth below as follows:

- i) "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; and
- ii) "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 bid submission)
 designed to establish bid prices at artificial non-competitive levels and to deprive the
 Purchaser of the benefits of free and open competition;

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

- **29. Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
- 30. Country of Origin
- **31.** 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.
- **32.** 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.
- **33.** The country of origin may be specified in the Price Schedule
- 34. Assignment: The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

35. Sub Contracts

The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract. Sub contract shall be only for bought out items and sub-assemblies. Sub contracts shall also comply with the provisions of "Country of Origin".

- **36.** Duty Free Clearance, Transportation, Forwarding & Handling Charges: Clearance charges at point of Entry / Air Port and on ward transportation charges with Insurance upto AIIMS, Mangalagiri will be borne by supplier's Indian Agent for which this Institute will not pay the charges.
- **37. Demurrage Taxes & Octroi:** No demurrage charges will be paid by the Institute in case of delay on the part of supplier. However, this Institute will provide all necessary documents required for clearance / transportation of the goods and for exemption of the taxes/octroi for which supplier/Indian agent will have to intimate/furnish his requisition of document required, if any, well in advance. Octroi will be payable by supplier / Indian agent, if required.
- **38.** The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- **39.** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- **40.** In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- **41.** If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any

prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

- **42.** The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during predispatch inspection mentioned above.
- **43.** Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.
- **44. Guarantee/Warranty Terms:** The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
 - **a.** The "Complete System" shall remain under warranty period of 1 year from the date of satisfactory installation. The Complete System should include the basic unit and allied supporting components
 - **b.** Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
 - **c.** During warranty period, bidder shall maintain and keep 95% uptime per year of the "Complete System" as per calculation given below: -.
 - 1 Year = 365 days
 - 95% of 365 days = 347 Days per annum
 - **d.** The bidder shall compensate the uptime less than the specified above for every additional day of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
 - e. During warranty period, bidder will make the "Complete System" in satisfactory working condition. In case, any spare parts, accessories, PCB, consumables etc. needs replacement due to normal wear and tear, bidder will supply and install the same for which no additional payment is to be made. If any spares / accessories /

consumables etc. are not replaced by the bidder during warranty period, bidder should mention it clearly with name of the items with frequency of replacement and its rate with a validity to cover warranty period.

- f. In case, the bidder is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- **45.** The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- 46. All the equipment's including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
- **47.** The successful Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the institute authority.
- **48.** Upon receipt of such notice for repair/breakdown from the institute, the successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.
- **49.** If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost

and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.

- **50.** Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.
- 51. The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User and also when major spares are replaced.
- **52.** Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
- **53.** The offered warranty includes:
- 54. Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
- **55.** Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.
- **56.** Quality Assurance tests (if applicable).
- **57.** The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
- **58.** The Bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs.) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.
- **59.** The installed software should be the latest one for the particular model and all future software updates should be provided free of cost during the Warranty period.

31. Resolution of disputes: -

a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and

the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

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.

32. 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 Vijayawada/Guntur A.P

Guidelines for the Technical Bid:

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

- i. Signed & scanned copy of proof for payment of Earnest Money Deposit (EMD) & duly attested copy of PAN, duly attested copy of GST registration certificate.
- ii. Signed & scanned copy of Tender Acceptance letter.
- iii. Signed & scanned copy of the Income tax returns (ITR) for last three Financial Year.
- iv. Signed & scanned copy of Copies of Turnover C.A certificate along with copies of authenticated Balance Sheet & P&L Account for the last three financial years. should be provided.
- v. Signed & scanned copy of Non-conviction/ No pending conviction certificate attested/ issued by Notary for preceding three years
- vi. Signed & scanned copy of Self-Declaration on Rs 10/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the Downward rate revision (Annexure IV)
- vii. Signed & scanned copy of List of Institute/Hospital/Organization where the company supplying the tendered item during last 3 years.
- viii. Signed & scanned copy of a Notorised affidavit on Rs. 10/- Non-Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier.

- ix. If Bidder is manufacturer: Signed & scanned copy of Valid Manufacturer Authorization Certificate with reference to tender number (if applicable)
- **x.** If bidder is Importer: Signed & scanned copy of Valid Importer Authorization Certificate with reference to tender number (if applicable)
- xi. Signed & scanned copy of Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.

Guidelines for the Financial Bid:

- a) Rates should be quoted for INR only
- b) Rates quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of Financial Bid
- c) The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- d) The quoted rates should be F.O.R destination (AIIMS, Mangalagiri)
- e) Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.
- f) Specifications of the quoted item should be the same as per the details given in the tender.
- g) Any plea for clerical / typographical error etc. Would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
- h) A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.
- i) Bidder should uphold good business practices.

Disqualification of the bid:

- a. Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
- b. Any action on the part of bidder to influence any official will amount to rejection of his bid.

Definitions & Interpretations of Different terms & Terminology

In this tender, the words & expression used shall have the meaning / definition / expression as under:

- a) Institute means All India Institute of Medical sciences, Mangalagiri.
- b) Contracting Authority means the designated officers on behalf of the Director
- c) Bidder means any direct reputed & genuine manufacturers/dealers/suppliers/ Authorized Distributor/importers in India.
- d) "Contractor" means the person, firm or company with whom the contract is made.
- e) "Inspection" means inspection carried out by the person specified in the contract
- f) "Purchaser" means the authority accepting the tender.
- g) "Supply Order" means an order for the supply of goods.
- h) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- i) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- j) "Test" means such tests as are considered necessary.
- k) "Unit" means the unit of purchase as specified in the schedule of goods.
- GST" means tax payable under the GST Act 2017 on sale or purchase of goods as the case may be or any tax in place of GST during the currency of contract.
- m) **Tax Invoice:** Where the GST has been paid on the purchase of goods by the Institute's Central Stores and such goods have been sold / used in the Institute, the amount of tax

paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit.

- n) Manufacturer means that makes the first sale of such goods after manufacturing.
- o) Importer means the firm who makes the first sale of such goods after imports
- Purchase price means amount of valuable consideration paid or payable for purchase of goods.
- q) "Billing agency" refers to the Contract holder (manufacturer) itself or to any Agency/clearing agent appointed by the Contract holder (manufacturer). Name & Address of Billing Agency will be informed by the tenderer after award of Contract (if required).

FINAL DECISION-MAKING AUTHORITY

The Director, AIIMS, Mangalagiri reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the AIIMS, Mangalagiri to the Bidder(s).

AMENDMENT OF TENDER /SUBMISSION OF MULTIPLE BIDS

Before the closing date and time for submission of bid, the AIIMS Mangalagiri, at its discretion, may modify the tender document by issuing addendum/corrigendum.

Any addendum/corrigendum thus issued would be a part of the tender document and shall be uploaded on the AIIMS MANGALAGIRI Website "<u>www.aiimsmangalagiri.edu.in</u>" https://eprocure.gov.in

Tenderer shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one tender during the validity of the tender due date including extensions period of tender due date.

ACCEPTANCE OF OFFER

AIIMS Mangalagiri reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

STANDARD OF PERFORMANCE

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS Mangalagiri. The Bidder shall always support and safeguard the legitimate interests of the AIIMS Mangalagiri in any dealings with the third party. The bidder shall be liable to pay to the AIIMS Mangalagiri for any financial losses by way of act by the bidder.

ACKNOWLEDGEMENT

The Contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which Provision of audiology & speech room for ENT department at AIIMS, Mangalagiri campus is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Contractor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

UNDERTAKING

I/We have read and understood all the terms and condition of all sections of the bid document. I/we hereby quote for *Provision of audiology and Speech room* including transportation at AIIMS, Mangalagiri campus as per scope of work specified in the bid document and as set forth in the terms and conditions of the contract, which will be binding upon me/us in the event of the acceptance of my/our tender.

Should I/ we fail to execute an agreement embodying the said conditions and deposit within 15 days of the acceptance of my/ our bid I may be penalized at the discretion of AIIMS, Mangalagiri.

Read and accepted.

Signature and stamp of the Bidder or Authorized signature

SCHEDULE OF REQUIREMENTS

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

Annexure-I

Acceptance of Term and conditions of Contract

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

The Director,

To.

AIIMS Mangalagiri

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 website(s) namely:

_____ as per your advertisement, given in the abovementioned 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 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)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY (Preferably local Bank)

To,

The Director All India Institute of Medical Sciences (AIIMS), Mangalagiri-(AP) INDIA

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 recognized 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 bank guarantee: NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, 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 avail 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 your demanding the said debt from the Contractor before presenting us with the demand.

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 shall be valid until the day of....., 2020

•••••

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch (Bank's common seal) Date:

S.No.	Particulars	To be filled by the Tenderer (give details with proof)
1.	Name and address of bidder:	
2	Name of the Head of the Organization/Managing Director	
3	Telephone No./Fax No./Email address:	
4	Legal Status (Attach copies of original document defining the legal status/ undertaking on original letter head) a) Public Ltd./Govt. /PSU: b) Pvt. Ltd: c) Firm /Private Society/Trust d) Partnership: e) Sole Proprietorship/Single Person.:	
5	Year of Establishment	
6	Activities/ Services Offered	
7	 Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy). Registration Number: Organization/Place of registration: Date of validity : 	
8	PAN (to be enclosed copy)	
9	Were you or your company/ organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.	
10	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.	
11	Financial information of the bidder	Annexure 'III Technical bid (part-2)'
12	Undertaking regarding Blacklisting/debarment Status of Bidder	

TECHNICAL BID -(PART-2)

Please respond in Yes or No: In case you do not fulfil any of the conditions, please

specify :

S. No	Item	Say Yes/ No
1.	Registration: The bidder should be Income tax filer and should be registered with GST Department (if applicable)	
2.	Earnest Money Deposit of Rs. 13,000	

FINANCIAL INFORMATION OF THE BIDDER

S. No.	Details	2017-18	2018-19	2019-20
1	Turnover: The bidder should have minimum average turnover of Rs. 2 lakhs in the Financial Year 2017- 18, 2018-19 and 2019-20.			
2	Profit/Loss :			

(Enclose audited final accounts/ Provisional accounts)

Note: Attach additional sheets, if necessary.

Date:

(Signature of the Bidder with Seal)

ANNEXURE -IV

CHECK LIST FOR TERMS AND CONDITIONS

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

S.No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)
1.	Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorized dealers/ distributors/Agency.	
2.	Specify your firm/company is a manufacturer/ authorized dealer/ distributor/ Agency.	
3.	Whether the signature on each page of the tender document and other relevant documents has been made by the bidder or not. (Signature on each page of tender document and other document is necessary)	
4.	Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director)	
5.	Clarification/declaration of Power of Attorney/authorization for signing the bid documents (It is not required in case of sole-proprietorship.)	
6.	Signed and scanned copy of proof for payment of Earnest Money Deposit (EMD),	
7.	PAN No. (Please attach self-attested scanned copy)	
8.	GST Registration Number. (Please attach self-attested scanned copy)	
9.	Please attach certified copy of last three financial year's Income Tax Return.	
10.	<u>Turnover</u> : Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs Two Lakhs (Rs. 2,00,000.00/-). Submit last three year's turnover statement duly certified by the Chartered Accountant in the format).	
11.	Signed and Scanned copy of Tender Acceptance letter "Annexure-I"	
12.	Please declare that proprietor/firm/company has not been blacklisted/debarred in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/company/supplier, an oath certificate to this effect may be enclosed on Rs.10 notarized Indian Non-Judicial stamp paper in the format given.	

13.	Have you previously done work to any government/ reputed private organization? If yes, attach the relevant poof. (Copy of Purchase Order)	
14.	Please submit performance certificate, in last 3 years.	
15.	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.	

ANNEXURE -V

PRICE SCHEDULE

	PRIC	E SCH	EDULE			
Sr. No.	Description of Item	Unit	Unit Rate (Rs.)	GST	Total Amount (Rs.) including GST.	
1	Providing Acoustical Treatment for Audiology and Speech room including High Frequency, low Frequency, non-resorting Acoustical wall treatments, ceiling treatments, sound treated door, Acoustically treated window, Acoustical flooring, painting, basic Electrical and Instrument wiring, As per detailed drawings including all testing, consultancy, Acoustical corrections, including warrantees of Acoustical material for three year, one year free maintenance and replacement warranty for bad workmanship, including all labour, material and transportation, including VAT and all applicable taxes etc. Completed and as directed by Engineer in charge. And all work executes as specification of Annexure "X"	One Whole job				
To be paid in Indian Currency (Rs): Total Tender Price in Foreign Currency:						
ln '	Words;	•••••				
No	te: -					
1) If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.						
Pla	Place: Name:					
Date: Business			Business Ad	dress:		
Signature of Bidder:						

Seal of Bidder

ANNEXURE – VI

MANUFACTURER'S AUTHORISATION FORM

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

Dated:

То

Sr. STORE OFFICER, All India Institute of Medical Sciences, Mangalagiri – 522503 (AP, India)

Dear Sir,

Tender No	:
Equipment Name	:

1)	We	•••••		•••••		(name	of	firm/supplie	er) are	the
	man	ufactu	rers/ su	uppliers/ de	ealers /c	contractors	for the ab-	ove Work/ ec	quipment	having
	regis	tered	office	at		(fi	ull address	with telepho	ne numb	er/ fax
	num	ber	&	email	ID	and	website),	having	factories	at
										and
						,do	her	e by	au	uthorize
	M/s.									(Name
	and address of bidder) to submit tenders, and subsequently negotiate and sign the contract									
	with you against the above tender no.									

- 3) We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.

4) We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment's tendered within the stipulated time.

(Name)
For and on behalf of M/s.

Date: (Name of manufacturers)

Place:

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

ANNEXURE -VII

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

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

Dated this the ____day of 2020 for_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE –VIII AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 10)

I,			Son	/ Daughter/
Wife	of	Shri	reside	nt of
		Proprietor/ Director authorized signatory	of the	agency/Firm
(M/s), do hereby solemnly affirm and declare as foll	ows:	

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

found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date:	(Signature of the Bidder)
Place:	Name:
Seal of the Agency	Designation
	Address:

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

Deponent

ANNEXURE –IX

CRIMINAL LIABILITY UNDERTAKING

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

I	_S/o
Residentof	

Do solemnly pledge and affirm That

- 1. I am the Proprietor/ Partner/ Director/ authorized signatory of M/s _____
- 2. That my firm has not been declared defaulter by any Govt. Agency.
- 3. No police case and/ or case by CBI/FEMA/Criminal/Income Tax/GST/ Arbitration/Blacklisting are pending against the Proprietor/ Partner/ Director of the Firm/ Company (Agency) and also against the firm/ company. (Indicate any convictions if any against the above person or firm/ company).
- 4. The Proprietor/ Partner/ Director of the firm/ company (agency) and also the firm/ company has never been blacklisted by any Government authority/ organization.

Name & Signature

.

Seal of the participating Bidder Company

Affirmation/ Verification by

Notary Public

ANNEXURE-X

SPECIFICATIONS OF SOUND TREATED AUDIOLOGY ROOM

1. PARTITION WALL WITH ACOUSTIC TREATMENT

The room should be converted to a 2-room set up by constructing partition wall using gypsum sheets suitably placed at the cavity. The walls will consist of connecting doors and observation window. The partition wall will have 75 mm thickness with 50mm thick 32 kg density glass wool infill supported by a GI framework as per IGL's specifications or equivalent frame. The framework is to be adequately anchored in the wall/floor. For band extended treatments air gaps should be generated. The entire treatment should be finished to receive paint.

2. WALL TREATMENT – $[12 \times 10 \times 9 \text{ ft}]$

Existing walls should be acoustically treated using panel based acoustical treatment. The panel shall be formed with highest quality RB slabs of Rockwool/ glass wool of 2" (50mm) thickness perforated hardboard of the size 2×4 ft for acoustical aperture, Plywood, Hardboards, Hardware, etc or equivalent, to be read as the box panel will be formed by GI (galvanized steel) 24 gauge perforated to the extent of 70% with acoustic infill of designed density, secured to the floor and ceiling with appropriate metal grid work., For band extended treatments air-gaps should be generated. Entire treatment should be encased supported by framing of plywood using conventional hardware with good acoustical coupling to existing surfaces. Treatments shall consist of variable integrated acoustic characteristics of variable sound absorption forming high frequency & low frequency absorbers.

3. SOUND CLEATS.

These panels should be integrated in entire system to achieve acoustical parameters as normally required for ensuring to maintain the acoustic parameters / acoustic characteristics in compliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by American National Standards Institute (ANSI) latest version including providing two coats of oil bound paint over a coat of primer of approved colour & shade on the outer surface of PHB and the cost of all labor, materials, hardware, adhesive solutions for fixing, finishing, taxes, transportation, T& P etc. all complete as per the drawing & as per the direction of Engineer in-charge. This acoustic absorbing material has the ability to attain 50% insertion loss and to attenuate incident sound energy from frequencies that are concentrated in the 125 to 8000 Hertz range to meet the ANSI standards.

4. Specification of glass wool

It's a low fibre diameter, low thermal conductivity, does not allow grow of fungi & vermin. The glass wool of 32 kgs density has NRC of 0.96 and 16 kg density has NRC of 0.93 (NRC - noise reduction co-efficient)

5. BASS TRAPS [where applicable]

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

6. CEILING TREATMENT WITH ACOUSTIC TILES [12 × 10 ft]

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

These Ceiling Tiles would have following properties.

- i) Noise reduction co-efficient -0.65
- ii) Ceiling attenuation clause 41dB (A)
- iii) Size 600 mm x 600 mm x 15 mm.

These are required to maintain the acoustic parameters / acoustic characteristics in compliance with the maximum permissible ambient noise levels in Audiometric Rooms as specified by

American National Standards Institute (ANSI) latest version including providing two coats of oil bound paint over a coat of primer of approved colour & shade on the visible surface of ceiling tiles and the finishing, taxes, transportation, T& P etc. all complete as per the drawing & as per the direction of officer-in-charge.

7. SOUND TREATED DOOR - APPX. $6'9'' \times 2'9'' - 1$ NO

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

8. ACOUSTICALLY TREATED WINDOW APPX. $3' \times 2' - 1$ NO.

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

9. FLOORING [12 × 10 ft]

Acoustical mat would be provided over the entire surface of the floor and extended 6" along the skirting. The mat should be pasted using good adhesive material with preparation of surface including the cost of all material, labour, adhesive solutions for fixing, cleaning, pressing and keeping tightly to the fixed surfaces, grouting, hardware, finishing, taxes, transportation, T& P etc. all complete as per the drawing & as per the direction of officer -in-charge.

10. PAINTING

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

11. ELECTRICAL AND INSTRUMENT WIRING (INSIDE THE SETUP)

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

12. JACK PANEL / PATCH PANEL

Supply, laying, testing and commissioning of jack panel box for audiometric testing under the observation window including 2×8 no's 6.5mm female jack socket for head phone, microphones, left- right sockets, bone connection, necessary cabling work connection to the equipment's as normally required for a audiometric testing room including the cost of all material, hardware, labour T&P, finishing, taxes, transportation etc. complete as per the direction of Officer- in-charge.

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