

BIDDING DOCUMENT

SHORT TENDER NOTICE No: 22/2017- 2018/IGIMS/Store



TENDER NOTICE No: 22/2017- 2018/IGIMS/Store

Issued to:

Cost of Document: Rs.2000/-

Paid By: Cash: Receipt No.:

Demand Draft: No.:

Issuing Bank:

(Authorized Signatory)

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,

SHEIKHPURA, PATNA - 800014.

INDEX

Sr. No.	Description	Page No.
01.	CHECK LIST	6-7
02.	ELIGIBILITY CRITERIA	9
03.	INSTRUCTION TO BIDDER	10-12
04.	CONDITION OF THE CONTRACT	13-15

IMPORTANT DATES

Last date for Purchase of Bidding Document	Can be downloaded from Institute website
Last date for submission of completed bidding document	17/ 08 /2018 up to 4.00 PM. by registered/speed post/ Courier only
Date of opening of technical bid	18/08/2018 at 11.00 AM. in Conference Hall IGIMS, Patna.
Date of demonstration of equipment	To be informed to the qualified bidders qualifying after opening of technical bids.

INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,
SHEIKHPURA, PATNA -800014 (Bihar, India)

Sr. No. of Tender: _____

FILE NO. : Tender No.: _____

Tender form issued in favor of: _____

Dear Sir,

1. I/We hereby submit our tender for the _____
2. I/We are enclosing herewith the Demand Draft No..... dated..... for **Rs.** /- drawn in favor of **Director I.G.I.M.S. - Patna (payable at Patna)** towards **EMD / Bid Security.**

(EMD AND COST OF BIDDING DOCUMENTS MUST BE SUBMITTED IN SEPRATE ENVELOP.TENDERS NOT ACCOMPANIED WITH EMD / BIDSECURITY ALONGWITH THE TECHNO-COMMERCIAL BID SHALL BE SUMMARILY REJECTED).

3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the I.G.I.M.S. - Patna including delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & rewritten and initialed.
6. Tenders are duly signed and stamped. (No thumb impression should be affixed)
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my EMD/Bid deposited may be forfeited and our/my name may be removed from the list of suppliers

Yours faithfully,

(Signature of Bidder with full name and address)

CHECK LIST FOR TERMS AND CONDITIONS

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

Sr. No.	Terms & Conditions as per Bidding Document	Page No.	Remarks
1.	Status of Bidder: <ul style="list-style-type: none">• Manufacturer or Authorized Agent of the Manufacturer• Whether Public Undertaking, Public Ltd., Private Ltd. Company or Proprietary Firm/partnership firm• (Please attach Notary certified MANUFACTURER'S AUTHORISATION FORM as per FORMAT placed at Annexure – III)		
2.	Power of Attorney as per Annexure - V in favor of person to sign, submit and negotiate the bid.		
3.	Certificate towards market standing of minimum 05 years in the signing the MOU for DISPOSAL OF FFP.		
4.	Certificate for sole ownership / partnership		
5.	Statement of financial standing from bankers		
6.	Statements of turnover per year for last three successive years duly certified by the Chartered Accountants.		
7.	Notary certified User List (List of Govt. /Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.		
8.	Notary certified Supply order copy (Minimum 3nos. or more) issued by Govt./Semi Govt./Reputed Pvt. Institutions/organization for the quoted items. (same model)		
10.	Whether rates quoted are inclusive of all taxes or not.		
11.	Whether rates are quoted as per format mentioned in the Bidding Document or not.		
12.	Affidavit to the effect that the bidder is not Blacklisted by any Govt. agency or have no pending case either Civil or Criminal against them.		
13.	Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate more than the rate quoted against this tender.		
14.	Quality Assurance Certificate like ISI, ISO-9002, IP/BP, CE, FDA (US) or any other (please specify)		
15.	Bid Security amount deposited is enclosed or not. If yes, please mention the details.		
16.	Original Technical Catalogue of the quoted model.		

17.	Compliance Statement with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue. The bidder must quote specification in the compliance column Mere writing” Complied shall not be accepted.		
18.	Compliance Statement with relation to the terms & conditions as mentioned in the document.		
19.	PAN and copies of Income Tax Returns for the last three years.		
20.	Duly attested copy of GST registration certificate.		

B: To be filled by the Bidder and submitted along with Price Bid

Sl. No.	Terms & Conditions as per Bidding Document	Page No.	Remarks
1.	Item wise price for the item(s) as mentioned in the Bidding Document and as per format attached as Annexure – I(a) or I (b)		

Note: If the above tender details are not mentioned and required documents are not attached at appropriate places, the offer of the bidder(s) shall be summarily rejected. Hence, bidder(s) are advised to go through the bidding document carefully and tender be prepared with all the required documents to avoid rejection of offer.

(Name of the Bidder with signature & seal)

ELIGIBILITY CRITERIA

01	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.	Mentioned Page no.
02	The bidder and manufacturer of the equipment offered should be in the business for the last five calendar years.	
03	The Bidder should be public undertaking /Autonomous Body /Public Ltd./Pvt. Ltd. Company or proprietary firm /Partnership Firm and should be business since last five years in India.	
04	The Bidder (manufacturer or their authorized agent) should have had average annual financial turnover of Rs. 50 Lakh during the last three years ending s 31 st March 2016.	
05	Bidders has been blacklisted by Indira Gandhi Institute of Medical Sciences – Patna or blacklisted/debarred by any other State / Central Government's organization.	

Note:

- Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- The Institute reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser of technical acceptability as per the tender specification, before the opening of the price tender.

INSTRUCTION TO BIDDER

GENERAL INSTRUCTIONS TO BIDDERS

1. **Tendering System**

The tenders/Bids are to be submitted in two Parts i.e. **Part - I & Part II.**

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

PART - II titled as PRICE BID

2. The tender offers, duly filled, shall be submitted in sealed covers for **technical**. Such covers shall be super scribed as “**Tender No..... (here mentions the tender no as specified) TECHNICAL BID for supply of (here mentions the name of the equipment**”
3. Quantity of items may increase or decrease. Director, I.G.I.M.S. - Patna reserves the rights to purchase different sub items/ components of items from different bidders.

This rate Contract will be valid for one FY and repeat Supply Order will be placed as per requirement of the dept. of all the quoted and approved items.

4. The “Bidding Document” along with terms and conditions, technical specification can be obtained from the office of the Store Officer, IGIMS, Patna on payment of Rs.2000/- (Rs. Two thousand only) Non –refundable for each Group by demand draft favouring Director, IGIMS, Patna payable at Patna.
5. The “Bidding Document” can also be downloaded from institute website www.igims.org. In case, downloaded bidding document is used, Bidder(s) have to submit the cost of the Tender Document along with the completed documents in the form of demand draft in favour of Director, IGIMS, Patna, payable at patna towards cost of the “Tender documents” Bidder is required to attach separate DD for the same in a separate envelop super scribed with “cost of bidding document” if the cost of tender document is not submitted by the bidder, his offer shall be outright rejected .
6. **Last date for submission of bidding document is 17/08/2018 up to 4.00PM by speed/Regd. post/ Courier only and technical bid will be opened on 18/08/2018 at 11.00 AM in Conference hall IGIMS, Patna**

7. **Earnest Money Deposit (EMD):**

Earnest Money 2% of the cost of Equipment required to be submitted along with tender by Demand Draft from any scheduled Indian Bank (valid up to one year from the date of technical bid opening.) only along with the tender favouring Director, I.G.I.M.S. – Patna (payable at Patna). No interest is payable on EMD/ Bid security.

- a. Bidder may quote more than one/several models. In such a situation EMD will be payable on the basis of highest priced model.

- b. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest.
 - c. EMD must be submitted in separate sealed envelope and endorsement of the same with DD number & date Bank Guarantee No. and its validity period be made with technical bids without amount stating that the same has been complied with price bid. If same is later found not enclosed tender will be cancelled for the party.
 - d. Non- submission of sufficient EMD along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.
 - e. Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.
 - f. Public Sector Units within the State or State micro, small and medium enterprises registered with Govt. Are exempted from remittance of EMD subject to submission of valid documents.
 - g. The EMD shall be in one of the following forms:
 - i.; A demand draft in favor of Director, I.G.I.M.S. – Patna (payable at Patna);
 - OR
 - ii; A Bank Guarantee issued by a nationalized/ scheduled bank located in India, in the form prescribed in the tender document as Annexure- IV (valid up to one year from the date of technical bids opening) Bank Guarantee in any other format will not be acceptable and render the bid non-responsive.
 - iii.; The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD deposited in the form of DD of the successful Bidder can be adjusted towards the security deposit payable.
8. Bidder(s) should mention the DGS & D registration, if registered, and attach photocopy of DGS & D Registration certificate Photocopy of Income tax & sales tax clearance certificate should be enclosed.
9. The Bidder's shall have to submit the following documents (Certified by Notary) in technical bid: -
- a. User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
 - b. MOU (minimum 3 nos. Or more issued by govt./semi govt./reputed pvt.institution/organisation for quoted items (same model)
 - c. **Bidder must submit a compliance checklist along with the technical bid itself.**
 - d. (Any tender offer without submission of above mentioned document (i.e. a to e) shall be rejected during technical scrutiny.)
- 10. Notification of Award/Letter of Intent (LOI)**
- a. Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Institute.
 - b. The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
 - c. The Notification of Award shall constitute the conclusion of the Contract.

11. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
12. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.
13. **Amendment of tender documents:**
 - a. At any time prior to the dead line for submission of Tender, the Institute may, for any reason, modify the tender document by amendment.
 - b. The amendment shall be notified and uploaded on the institute website www.igims.org only and such amendments shall be binding on them thereafter.
 - c. The Institute shall not be responsible for failure to inform the prospective bidders. Purchasers of tender documents are requested to browse the website of the Institute for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.
14. The Dispute, if any, will be subject to Jurisdiction at Patna (Bihar).

Sd/-

**Director,
I.G.I.M.S. - Patna**

CONDITIONS OF THE CONTRACT

1. **Penalties for non-performance**

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

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

2. **Termination of Contract**

- a. Termination for default: - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b. In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c. Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d. Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Institute.
- e. Termination for convenience: - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

3. **Fall Clause:**

The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Institute and the price payable under the contract of the equipment's

supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

4. **Applicable Law & Jurisdiction of Courts**

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

Sd/-

**Director,
IGIMS - Patna**

ANNEXURE – IV
BANK GUARANTEE FORM

To

The Director
Indira Gandhi Institute of Medical Sciences,
Sheikhpura,
Patna – 800 014 (Bihar, India)

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of tender no _____ dated _____ (herein after called “the contract”) to supply The Director, Indira Gandhi Institute of Medical Sciences, (address) with _____ (Description of goods and supplies)

AND WHEREAS it has been stipulated by you in the said tender/bid 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 bid scope;

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 amount of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under these presents being absolute and unequivocal.

We 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 no modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Director, Indira Gandhi Institute of Medical Sciences, Patna (Bihar). This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorized officer of the Bank)
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

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

I/ We.....(name and address of the registered office) do here
by constitute, appoint and authorise Sri/Smt.....
.....(name
and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender
no.....for
..... (Equipment name)

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

Dated this the ___ day of 201_ For _____

(Name, Designation and Address)

Accepted

(Signature) (Name, Title and Address of the Attorney)

Date: _____