

Notice Inviting Tender

for

"Bronchoscope for Various Department"

at

All India Institute of Medical Sciences, Raipur

Bid Reference no.	AIIMS-RPR/Store/Tender/Bronchoscope/2016/1
NIT Issued date	07-05-2016
Pre-bid Meeting	23-05-2016 at 03:00 PM Venue: Committee Hall, 1 st Floor, Medical College Building, Gate no. 5, AIIMS, Raipur
Last date and time of submission of bids	06-06-2016 at 03:00 PM
Date and time of opening of technical bids	06-06-2016 at 03:30 PM Venue: Store Office, 2 nd Floor, Medical College Building, Gate no. 5, AIIMS, Raipur
Cost of the Bid document	₹ 5,700/- (D.D./Pay order in favour of AIIMS, Raipur, payable at Raipur (C.G.))
EMD Amount	Detailed EMD amount is mentioned in next page

**All India Institute of Medical Sciences, Raipur****Tatibandh, Raipur – 492099, Chhattisgarh**Tele: 0771- 2971307, email: store@aiimsraipur.edu.inWebsite: www.aiimsraipur.edu.in

Chapter I- Instruction to bidders**Notice Inviting Tender for****“Bronchoscope**

AIIMS, Tatibandh, Raipur (C.G.)

All India Institute of Medical Sciences, Raipur, Chhattisgarh, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed Tenders for procurement of Bronchoscope (Adult and Pediatric) for Anesthesia Department. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

Schedule	Name of the Items	For department of	Qty .	EMD Amount
Schedule A	Bronchoscope (Adult / Pediatric)	Anesthesiology	01	₹1,05,000/-
Schedule B	Flexible Video-Bronchoscope, Monitor, HD Video Processor with Light Source (Adult)	Pulmonary	01	₹1,05,000/-
Schedule C	Bronchoscope for Pediatric	Pediatric	01	₹1,05,000/-
Schedule D	Bronchoscope	Gen. Medicine	01	₹1,05,000/-

- Interested parties may send their tender in sealed cover addressed to the Store Officer, All India Institute of Medical Sciences, Tatibandh, Raipur superscripted with tender number and complete in all respects latest by 06-06-2016 up to 3:00 pm. The Quotations will be opened on the same day at 03.30 PM in the Committee Hall, Medical College Building, All India Institute of Medical Sciences, Raipur. The tenders received after the scheduled date and time will be rejected out rightly.
- The tender is in **two- bid** system i.e. Technical Bid & Financial Bid .The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- The bidder should seal the technical bid and the financial bid in separate covers superscribed "**Technical bid for Bronchoscope tender**" and "**Financial Bid for Bronchoscope tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Bronchoscope (Adult and Pediatric) for Anesthesia Department**". The 'Technical Bid' will be analyzed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.
- The tender document containing technical bid form, financial bid form, technical description/specification & terms & conditions can be downloaded from website www.aiimsraipur.edu.in. & www.tender.gov.in and the tenderer shall deposit a separate Bank Demand Draft/Pay Order in favour of "AIIMS, Raipur" worth (₹5,700/- including VAT) along with tender Document (Technical Bid) & EMD of requisite amount. The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid document is non-refundable.

Any future clarification and/or corrigendum(s) shall be communicated through Store Officer on the AIIMS, Raipur.

Store Officer
AIIMS, Raipur

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject:- Notice Inviting Tender for Flexible Fiberoptic Bronchoscope (Adult and Pediatric) tender for Anaesthesia Department at All India Institute of Medical Sciences, Raipur

1. Earnest Money:

Earnest money by means of a Bank Demand Draft/ Pay Order of **₹1,05,000/-** (Rupees One Lac Five Thousand only) for schedule-A, **₹1,05,000/-** (Rupees One Lac Five Thousand only) for schedule-B, **₹1,05,000/-** (Rupees One Lac Five Thousand only) for schedule-C & **₹1,05,000/-** (Rupees One Lac Five Thousand only) for schedule-D should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of "AIIMS, Raipur".

- a) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Institute in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

2. Preparation and Submission of Tender:

- The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "**Technical bid for Bronchoscope tender**" and "**Financial Bid for Bronchoscope tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Bronchoscope for Anesthesia Department**"
- Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letterhead stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

3. Signing of Tender:

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

N.B.

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- iii. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- iv. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

4. Opening of Tender

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

5. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

6. Right of acceptance:

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

7. Communication of Acceptance / Right of Acceptance:

AIIMS, Raipur, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

8. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "AIIMS, Raipur". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will valid till 60 days after completion of contractual obligations (including warranty period, **if applicable**) under the contract.

After completion of warranty period a fresh BG/DD/FDR of 10% of AMC/CMC cost will be submitted by the supplier for performance security against AMC/CMC validity of this new BG/DD/FDR will be 60 days beyond AMC/CMC period. After submission of new security deposit, old security deposit will be released.

9. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule supply, delivery should be effected within 90 days from the date of opening of letter of credit / 60 days in case of INR purchase. The installation & commissioning should be completed within 15 days of delivery. These clauses should be strictly adhered to, failing which administrative action as deemed fit under rules will be taken against the defaulter.

10. Guarantee / Warranty, Service, Maintenance:**Warranty**

10.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in India.

10.2 The **warranty** shall remain valid for 60 months (5 years) from the date of installation & commissioning with a regular updating of newer technology as and when evolved followed by a AMC/CMC for a period of 5 (Five) years for all the equipment's and services.

- a. AMC/CMC price should be mentioned for items costing more than 5 (Five) Lakhs and AMC should be quoted for items costing less than 5 Lakhs.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:
 - Any kind of motor
 - Plastic & Glass Parts
 - All kind of sensors
 - All kind of coils, probes and transducers
- d. Replacement and repair will be under taken for the defective goods.
- e. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

10.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 11.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

10.4 Upon receipt of such notice, the supplier shall, **within 24 hours** on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions

10.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) **within 24 hours** on a 24(hrs) X 7 (days) X 365 (days) basis, the

purchaser may proceed to take such remedial action(s) as deemed fit at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

10.6 During Warranty period, the supplier is required to visit at consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods

10.7 The Purchaser/Consignee reserve the rights to enter into Annual/Comprehensive Maintenance Contract for the period after completion of warranty.

10.8 The supplier along with its Indian Agent and the AMC/CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

10.9 The Supplier along with its Indian Agent and the AMC/CMC Provider shall always accord most favored client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/ machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the purchaser/Consignee

Maintenance

It will be mandatory for the supplier to enter into a maintenance contract as applicable below:

- Non-compliance of any of these conditions or any of the conditions mentioned in the document renders the purchaser to blacklist the supplier along with appropriate legal actions.

11. Downtime penalty Clause

- During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute. If accessories/other attachments of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the AMC/CMC from the third party separately along with the main offer and the third party will have to sign the AMC/CMC with the Institute if required.
- In no case instrument should remain in non-working condition for more than **7days**, beyond which a penalty of **2% of machine cost** will be charged per day.

12. Force Majeure:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

13. Insolvency etc.:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

14. Breach of Terms and Conditions:

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

15. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

16. Right to call upon information regarding status of work:

The AIIMS, Raipur will have the right to call upon information regarding status of work/ job at any point of time.

17. Terms and Mode of Payment

17.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods of foreign Origin Located within India

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

70 % payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iii. Two copies of packing list identifying contents of each package;
- iv. Inspection certificate issued by the nominated Inspection agency, if any;
- v. Insurance Certificate and documents should also be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- vi. Certificate of origin and certificate of guarantee and warrantee

b) On Acceptance:

Balance 30 % payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Seventy (70) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;

- iii. Four Copies of packing list identifying contents of each package;
- iv. Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- v. Manufacturer's/Supplier's warranty certificate;
- vi. Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- vii. Manufacturer's own factory inspection report and
- viii. Certificate of origin by the chamber of commerce of the concerned country;
- ix. Certificate of origin

b) On Acceptance:

Balance payment of 30 % of net CIP price of goods would be made against 'Final Acceptance Certificate' to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Costs & Incidental Services until consignee site (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment for Annual/ Comprehensive Maintenance Contract Charges:

The consignee will enter into AMC/CMC with the supplier at the rates as stipulated in the contract. The payment of AMC/CMC will be made on six monthly basis after satisfactory completion of said period duly certified by the consignee on receipt of bank guarantee.

17.2 The supplier shall not claim any interest on payments under the contract.

17.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

17.4 Irrevocable & non-transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

17.5 The payment shall be made in the currency / currencies authorized in the contract.

17.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the consignee.

17.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

17.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

17.9 In case the supplier is not in a position to submit bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question subject to the following conditions:

- a. The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods;
- b. Delay in supplies, if any, has been regularized;
- c. The contract price where it is subject to variation has been finalized;
- d. The supplier furnishes the following undertakings:

“I/We certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.”

18. Delay in the supplier's performance

18.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract.

18.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- i. Imposition of liquidated damages;
- ii. Forfeiture of its performance security, and;
- iii. Termination of the contract for default.

18.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration

and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

18.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- a. The Purchaser/Consignee shall recover from the supplier liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- b. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

18.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.

19. Liquidated damages

19.1 If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the Purchaser/Consignee may consider termination of the contract as. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 19.4 above shall also apply.

20. Termination for default

20.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by sending written notice of default to the supplier, terminate the contract in whole or in part if the supplier 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 Purchaser/Consignee pursuant to GCC sub-clauses 19.3 and 19.4.

20.2 In the event of the Purchaser/Consignee terminating the contract in whole or in part, pursuant to GCC sub-clause 19.1 above, the Purchaser/Consignee 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 supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

20.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

21. Arbitration

If any difference arises concerning this agreement, its interpretation on payment to be made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS, Raipur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

22. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**Store Officer
AIIMS, Raipur**

Chapter-III- OTHER TERMS & CONDITIONS OF THE TENDER

1. The rates can be mentioned in Indian national currency (INR) or in foreign currency.
2. Rates should be mentioned both in figures and in words. The offer should be typed by computerized without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
3. All columns in the financial bid should be filled, if not applicable it should be mentioned NA.
In case of non-filling of all the columns, the bid is liable for rejection.
4. The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached in the tender.
5. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
6. For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a. the ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf price, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty etc. already paid.
 - b. any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c. Inland transportation, insurance for a period including 3 months beyond date of delivery, packing and forwarding charges loading/unloading and incidental costs till consignee' site.
 - d. Incidental services (including Installation Commissioning, Supervision, Demonstration and Training) at the Consignee's site .
 - e. The rates quoted shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc. at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work.
 - f. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honor exemption certificate.
7. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
8. The FOB/FCA price of goods shall be quoted as indicated in the Price schedule;
9. the CIP price of goods in India shall be quoted as indicated in the Price Schedule
10. The charges for local transportation from warehouse to the consignee site, storage, and

insurance extended for a period including 3 months beyond date of delivery shall be borne by the Supplier. Other local costs and Incidental costs, as specified in the Price Schedule;

11. The price of AMC/CMC as mentioned in the separate Price Schedule.
12. If the tenderer desires to ask for excise duty, sales tax / VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. However, the prices quoted shall be firm and fixed and inclusive of all taxes except octroi. In the absence of any such stipulation the price will be taken inclusive of all such duties and taxes and no claim for the same will be entertained later.

13. Compulsory Enlistment of Indian Agents

As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents who desire to quote directly on behalf of their foreign manufacturers/principals, to get themselves enlisted with the Department of Expenditure, through the Central Purchase Organization (e.g. DGS&D).

The compulsory enlistment of Indian Agents under the scheme of Ministry of Finance is simpler and differs from the registration of Indian Agents with the Central Purchase Organization (e.g. DGS&D) described in the earlier paragraphs.

The registration of the foreign manufacturer is not a must for enlisting the Indian Agent under this scheme. No Inspection Report in respect of the foreign manufacturer/principal is necessary.

The enlistment under the scheme is not equivalent to the Registration with DGS&D. Such firms do not enjoy the same status as that of DGS&D registered suppliers. A note to this effect is given in the Enlistment Letter to the firm.

14. Octroi and Local Taxes

The goods supplied against contracts placed by Ministry / Department are generally exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other Levies of local bodies. The suppliers should be informed accordingly by incorporating suitable instructions in the tender enquiry document and in the resultant contract. Wherever required, the suppliers should obtain the exemption certificate from the purchase organization to avoid payment of such levies and taxes. In case, where the municipality or the other local bodies insist upon such payments (in spite of purchase organization's exemption certificate), the supplier should make the payment to avoid delay in supplies and forward the receipt of the same to the purchase organization for reimbursement and, also, for further necessary action by the purchase organization.

15. Custom Duty on Imported Goods

In respect of imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. AIIMS, Raipur is exempted from payment of excise duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued as demand. AIIMS, Raipur will not make necessary arrangements for clearance of imported goods at the airport.

16. Fall Clause :

- a) Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
- b) If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- c) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction / specifications specified in the Purchase order and demonstrate at the their own cost.

I / We hereby accept the terms and conditions given in the tender.

(Signature & Stamp of the bidder)

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

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidder should not have been blacklisted before.
3. The bidders shall also arrange for the demonstration of their equipment to the concerned committee, if asked.
4. The bid should include all applicable taxes. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

**Store Officer
AIIMS, Raipur**

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING

(Tenderer may use separate sheet wherever required)

(In separate sealed Cover-I super scribed as "Technical Bid")

Form A

PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Supplier : _____
2. Complete Address of the Supplier : _____

3. Availability for demonstration of instruments at AIIMS Raipur. Yes/No [Please ✓]
4. Cost of the Tender enclosed: Yes/No [Please ✓] If yes,
 - a.) Name of the Bank : _____
 - b.) Amount in (₹) : _____
 - c.) Demand Draft No. : _____
5. Earnest Money Deposit enclosed: Yes / No [Please ✓] if Yes,
 - a.) Name of the Bank : _____
 - b.) Amount in (₹) : _____
 - c.) Demand Draft No. : _____
 - d.) Last Validity date of the enclosed DD: _____
6. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry.
[**NOTE:** Any changes after submission of Tender documents kindly update AIIMS Raipur]
 - a.) Full Name : _____
 - b.) Complete Postal Address: _____
 - c.) Telephone No. : _____
 - d.) Fax No. : _____
 - e.) Mobile No. : _____
 - f.) E-mail : _____
 - g.) Website Address : _____

Note: - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.

Form-B**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer(NEFT)Mandate Form**

1	Name of the Bidder	
2	Permanent Account No (PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	

Form-C**CHECKLISTS**

Checklist – Tender Fee & EMD			
Sr. No.	Particulars	Documents to be attached wherever applicable	
		Yes	No
1.	Demand Draft for ₹5,700/- (Including VAT) towards non-refundable tender fee is enclosed. **Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India		
2.	Demand Draft for ₹7,500/- (Rupees Seven Thousand Five Hundred Only) towards refundable EMD is enclosed. **Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India		
3.	Envelope is marked as “Tender Fee and EMD”		

Checklist – Technical Offer			
Sr. No.	Particulars	Documents to be attached wherever applicable	
		Yes	If yes, provide page no.
1.	a) Attached documents as required in the tender document (i.e. Supplier/firm is manufacturer/authorized dealer/sole distributor certificate,		
	b) Authorization certificate from the manufacturer in case of dealer / distributor.		
	c) Copy of PAN,		
	d) Certificate of firm/company registration,		
	e) TIN/VAT registration (Sales tax),		
	f) Income Tax Return of last three years,		
	g) Tenderer must provide experience/ supplied as per the clause 7.		
	h) Copy of USFDA and CE certificate of the manufacture.		
	i) Annual Turnover & balance sheet of last three years duly certified by C.A. as per the clause 8.		
	j) Tender document duly seal and sign by the tenderer (as acceptance)		
	k) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization.		
	l) Certificate of proof of manufacturing submitted by the tenderer.		
	m) Copy of Service Tax Registration.		
2.	Technical Specifications Compliance Report		
3.	Duly filled Form – A & Form –B		
4.	Envelope is marked as “Technical Offer”		

Checklist – Financial Offer			
Sr. No	Particulars	Documents to be attached wherever applicable	
		Yes	No
1.	Financial Offer of the item/equipment as per proforma available as Annexure-II (A or B as applicable)		
2.	Envelope is marked as “Financial Offer”		

Checklist – Master Envelope			
Sr. No	Particulars	Documents to be attached wherever applicable	
		Yes	No
1.	Master envelope containing Envelopes of “Technical Offer”, “Financial Offer” and “Tender Fee and EMD” are superscribed with Tender Number, Name of item/equipment and Tender Due Date		

Note: -

- Bidders/Vendors which do not fulfil any or all of the above conditions or provide incomplete information in any respect are liable to be rejected.

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHEREAS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No..... Dt..... for purchase of AND WHEREAS the said tender document requires the supplier / firm (seller) whose tender is accepted for the supply of instrument / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs..... [10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order/ performance of the instrument / machinery, etc. this Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or All India Institute of Medical Sciences (AIIMS) Raipur (Buyer).

Notwithstanding anything contained herein:

a. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupees only).

b. This Bank Guarantee shall be valid up to(date) and

c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before.....(date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at.....(Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

Annexure-I

Chapter V- Specifications and Technical Details

Schedule-A

Flexible Fiberoptic Bronchoscope

The flexible fiberoptic bronchoscope and the light source should be **USFDA and CE certified**

1. Flexible fiberoptic bronchoscope should be light weight, & portable
2. Flexible fiberoptic bronchoscope should be supplied with tray system for disinfection and storage from OEM.
3. should be provided with a Carrying & storage Case
4. Demonstration of Flexible fiberoptic bronchoscope, light source and monitor is a must before finalization of technical evaluation of product

SN	Flexible Fiberoptic Bronchoscope (Adult)
1	The working length should be 600 mm or more; Should have Total Length of approximately 900 mm; should have Field of View 110° or more; should have Depth of Field 3-50 mm; should have Tip Deflection (Up/Down) of 130°/130° or more; Insertion Tube Diameter should be 5.0 to 5.5 mm; Rigid Distal Diameter should be less than insertion diameter; Instrument channel should be 2.3 mm or more; should include - Suction Valves, Pressure Compensation Cap, Endotracheal Tube holder Leakage tester, Irrigation adaptor, Cleaning brush, Insertion Tube, sterile Plugs etc as standard accessories
Flexible Fiberoptic Bronchoscope (Pediatric)	
2	The working length should be 600 mm or more; Should have Total Length of approximately 900 mm; should have Field of View 110° or more; should have Depth of Field 3-50 mm; should have Tip Deflection (Up/Down) of 130°/130° or more; Insertion Tube Diameter should be 3.5 mm to 4.0 mm; Rigid Distal Diameter should be less than insertion diameter; Instrument channel should be 1.2 mm or more; should include - Suction Valves, Pressure Compensation Cap, Endotracheal Tube holder Leakage tester, Irrigation adaptor, Cleaning brush, Insertion Tube, sterile Plugs etc as standard accessories
Light source	
3	A Xenon or equivalent light source of 100 watt or more; It should be able to operate with 230V with 60Hz Frequency; It should have a Class 1 Type of Protection against electric shock; It should have a interchangeable Auxiliary Socket; It should be provided with a suitable fiberoptic light cable of size 4mm, length 250 cm
Camera	
4	A suitable camera should be quoted separately and optionally. The camera head should have universal coupler to connect with Fiberoptic bronchoscope. The camera should have a minimum 450 Horizontal line resolution; should have moire filter; should have automatic gain control. The camera head should have Zoom lens to increase or decrease the size of image and zoom range can be between (22-50 mm)
5	Monitor
	A suitable medical monitor 19" or more should be quoted separately and optionally; should have facility for Documentation of Video & still images on data storage card or USB Flash/hard drive with JPEG and MPEG4 format which can be easily transferred to the computer/laptop. Documented videos & still images should be easily recalled on the monitor. It should have a minimum USB Flash Drive of 8GB
6	Automatic/ manual white balance facility should be available on monitor as well as on scope
7	10 or more Airway Guide cum Bite block (for oral intubation) should be provided with the set

Schedule-B**TECHNICAL SPECIFICATIONS FOR FLEXIBLE VIDEO-BRONCHOSCOPE, MONITOR, HD VIDEO PROCESSOR WITH LIGHT SOURCE (ADULT)****Description and Specification:****1. BRONCHOSCOPE (01 Nos.)**

• Channel Inner diameter	2.8mm or more
• Field view	110° or More
• Depth of field	3 – 50 mm
• Distal End Outer Diameter	Less than 6.3mm
• Insertion tube outer diameter	Less than 6.3mm
• Working length	500-700mm
• Bending Angulation range	Up-180° Down-120° or more
• Total length	800-900 mm
Bronchoscope should be fully immiscible in disinfectant and cleaning solution	

2. HD Video processor and Cold light source (both from original manufacturer)

- Compatible 300 Watt Xenon light source with coloured temperature around 6000 kelvin and Led lamp as auxiliary / back up.
- Automatic light adjustment to maintain optimum brightness.
- It should have a coloured system CCD
- 2 spare bulbs (same quality)
- It should be compatible to all scopes and ULTRASOUND endoscope and transmit image digitally
- It should have automatic as well as manual brightness control mode.
- It should have facility of extra illumination for more light apart from brightness control.
- Processor should be able to give images of surface analysis and vessel analysis for identifying lesions and perform improve pit pattern classification.

3. Monitor:- High resolution monitor (minimum 19 inch) HC-LED medical grade.**4. Video Recording and reporting system:-** (personal computer from standard manufacturer with latest processor and operating system, recording software, colour laser printer)**5. Accessories:-** All standard accessories (Leakage tester, valves, bite block cleaning brush, cytology brush, biopsy forceps, and maintenance kit) from original manufacturer must be provided.**6. UPS:-** UPS with 1 hour back up**7. Others:-**

- The Bronchoscope along with standard accessories and other accessories (other than supplied with the scope) should be quoted separately.
- Warranty: 5 years after complete installation
- CAMC: CAMC for 7 years after expiry of warranty period. CAMC should also include.
- The company should give the certificate that the model quoted is latest, not obsolete and the spares will be available for next 7 years.

Schedule-C**BRONCHOSCOPE FOR PAEDIATRIC (01 Nos.)**

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
2.	Bronchoscope (Pediatric)	<ol style="list-style-type: none"> 1. Optical system Field of view at least 100°. Depth of field 3~50 mm 2. Insertion Tube outer diameter: less than 4.20 mm. Working length up to 540 mm 3. Instrument Cannel Working channel inner diameter 2.0 mm or wider. Minimum visible distance 3 mm from distal end 4. Bending Section Angulations range UP 180°, DOWN 130° 5. Compatible with diagnostic and therapeutic high frequency treatment devices like electro surgical procedures 6. Enhance mucosal imaging either by digital filter based contrast enhancement or narrow band imaging. 7. Light Source Xenon or LED light at least 300W with scope compatibility with lamp life of at least 500 hours 8. Video processor with scope compatibility (01 No). Video processor should have HDTV signal output, Narrow band imaging facilities / I-scan/FICE/SPICE. 9. Medical grade monitor-at least 19 inches (01 No) 10. Bronchoscopy video recording & reporting system, compatible software for still and live recording and report generation / 1 TB memory / minimum OS with Window-08 11. Power Capable of operating on 220V: 50Hz AC 12. Integrated with the entire system on a single trolley 13. ACCESSORIES The standard set of Bronchoscope should contain the following accessories along with or otherwise these should be quoted separately. Accessories need to be supplied and approved by the original manufacturer of video bronchoscope:- A) Cleaning brushes 2 B) Bite block 2 C) Leakage tester 1 D) Cleaning and maintenance kit 1 14. Terms and conditions: Three years warranty with five years AMC/CMC. Approval of the equipment would be subject to the working demonstration at AIIMS Raipur. The company should give a certificate that the model quoted is the most recent one and should have spares and accessories available for at least next 5 -7 years. 15. Should supply with good quality trolley.

Schedule D**TECHNICAL SPECIFICATION FOR BRONCHOSCOPE**

1. All the material /equipment should be European CE/ US FDA/ EN ISO Certified.
2. All the Electronic equipment's should comply with Electrical safety conforms to standards for electrical safety IEC 60601-1.
3. All the equipment's power input should be 220-240V AC, 50Hz fitted with Indian plug.

BRONCHOSCOPE FOR ADULT (01 No.)

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
1.	Bronchoscope (Adult)	<ol style="list-style-type: none"> 1. Optical system Field of view at least 100°. Depth of field 3~50 mm 2. Insertion Tube outer diameter: less than 5.20 mm. Working length up to 540 mm 3. Instrument Cannel Working channel inner diameter 2.0 mm or wider. Minimum visible distance 3 mm from distal end 4. Bending Section Angulations range UP 180°, DOWN 130° 5. Compatible with diagnostic and therapeutic high frequency treatment devices like electro surgical procedures 6. Enhance mucosal imaging either by digital filter based contrast enhancement or narrow band imaging. 7. Light Source Xenon or LED light at least 300W with scope compatibility with lamp life of at least 500 hours 8. Video processor with scope compatibility (01 No). Video processor should have HDTV signal output, Narrow band imaging facilities/I-scan/FICE/SPICE. 9. Medical grade monitor-at least 19 inches (01 No) 10. Bronchoscopy video recording & reporting system, compatible software for still and live recording and report generation / 1 TB memory / minimum OS with Window-08 11. Power Capable of operating on 220V: 50Hz AC 12. Integrated with the entire system on a single trolley 13. ACCESSORIES <p>The standard set of Bronchoscope should contain the following accessories along with or otherwise these should be quoted separately. Accessories need to be supplied and approved by the original manufacturer of video bronchoscope:-</p> <ol style="list-style-type: none"> A) Cleaning brushes 2 B) Bite block 2 C) Leakage tester 1

Sr. No.	Name of Equipment	Specifications Required for the Equipment to be purchased
		<p>D) Cleaning and maintenance kit 1</p> <p>14. Terms and conditions:</p> <p>Three years warranty with five years AMC/CMC. Approval of the equipment would be subject to the working demonstration at AIIMS Raipur.</p> <p>The company should give a certificate that the model quoted is the most recent one and should have spares and accessories available for at least next 5 -7 years.</p> <p>15. Should supply with good quality trolley.</p>

Declaration by the Tenderer:

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

Place:.....

Date:.....

(Signature of Tenderer with seal)

Name:

Address :

Chapter – VI
PRICE SCHEDULE

A) Price schedule for domestic goods or goods of foreign origin located within India

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (₹.)				6 Total Price (At Consignee Site) basis (₹.)
				Unit Price	Sales Tax/ VAT (if any) [%age & value]	Any other charges	Unit Price (at Consignee Site basis) including tax & charges	
A	Bronchoscope Adult/Pediatric		01 No					
	Camera		01 No					
	Monitor		01 No					
	Total Schedule -A							
B	Flexible Video-Bronchoscope, Monitor, HD Video Processor with Light Source (Adult)		01 No					
C	Bronchoscope for Pediatric		01 No					
D	Bronchoscope		01 No					

Total Tender price in Rupees: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for AMC/CMC after warranty shall be quoted separately as per Price Schedule.
3. L1 will be decided item wise for schedule A, except other schedule.

Name: _____

Business Address.....

Place.....

Date.....

PRICE SCHEDULE**B) Price schedule for goods to be imported from abroad**

1	2	3	4	5					6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit					Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4 x 5
				FOB price at port/airport of Lading	Carriage & Insurance (port of loading to port of entry) and other Incidental costs**	Incidental services including installation & commissioning, supervision, Demonstration and Training) at the Consignee's site	Transportation from port of entry to the consignee site, storage and extended Insurance for a period of 3 months beyond date of delivery**	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage)	
A	Bronchoscope Adult		01 No.						
	Camera		01 No.						
	Monitor		01 No.						
	Total								
B	Flexible Video-Bronchoscope, Monitor, HD Video Processor with Light Source (Adult)		01 No						
C	Bronchoscope for Pediatric		01 No						
D	Bronchoscope		01 No						

Total Tender price in foreign currency: _____
 In words: _____

- Note:** - 1. L-1 will be decided items wise for schedule A except other schedules.
 2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
 3. The charges for AMC/CMC after warranty shall be quoted separately as per Price Schedule.
 4. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
 5. All the component of total price (i.e. column no. 6 will be paid by tenderer including Custom Duty, Custom Clearing charges as per terms of contract. CDEC will be issued to tenderer on demand.

Indian Agent:**Indian Agency Commission - _____% of FOB****Signature of Tenderer** _____**Place:** _____**Date:** _____**Name** _____**Business Address** _____**Signature of Tenderer** _____**Seal of the Tenderer** _____

PRICE SCHEDULE**C) PRICE SCHEDULE FOR CMC AFTER WARRANTY PERIOD**

1	2	3	4					5
Schedule	BRIEF DESCRIPTION OF GOODS	QUANTITY (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			6 th	7 th	8 th	9 th	10 th	
			a	b	c	d	e	
Schedule- A	Bronchoscope Adult / Pediatric	01 No.						
	Camera	01 No						
	Monitor	01 No						
	Total Schedule-A							
Schedule- B	Flexible Video-Bronchoscope, Monitor, HD Video Processor with Light Source (Adult)	01 No						
Schedule- C	Bronchoscope for Pediatric	01 No						
Schedule- D	Bronchoscope	01 No.						

*** After completion of Warranty period****NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of AMC/CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of AMC will be added for Ranking/Evaluation purpose.
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
6. All software updates should be provided free of cost during AMC/CMC period.
7. The stipulations in Technical Specification will supersede above provisions
8. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place.....

Date.....

Name:.....

Business address.....

Signature of Tenderer.....

Seal of Tenderer.....

PRICE SCHEDULE**D) PRICE SCHEDULE FOR AMC AFTER WARRANTY PERIOD**

1	2	3	4					5
Schedule	BRIEF DESCRIPTION OF GOODS	QUANTITY (Nos.)	AMC Cost for Each Unit year wise*.					Total AMC Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			6 th	7 th	8 th	9 th	10 th	
			a	b	c	d	e	
Schedule- A	Bronchoscope (Adult / Pediatric)	01 No.						
	Camera	01 No						
	Monitor	01 No						
	Total (schedule A)							
Schedule- B	Flexible Video-Bronchoscope, Monitor, HD Video Processor with Light Source (Adult)	01 No						
Schedule- C	Bronchoscope for Pediatric	01 No						
Schedule- D	Bronchoscope	01 No.						

*** After completion of Warranty period****NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Annual Maintenance Contract (AMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of AMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of AMC will be added for Ranking/Evaluation purpose.
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
6. All software updates should be provided free of cost during AMC period.
7. The stipulations in Technical Specification will supersede above provisions
8. The supplier shall keep sufficient stock of spares required during Annual Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place.....
Date.....

Name:.....
Business address.....
Signature of Tenderer.....
Seal of Tenderer.....

Comprehensive Financial Bid for schedule- _____
(For domestic goods or goods of foreign origin located within India)

S. No.	Item Description	Qty	Unit Price in INR	Taxes (if applicable) VAT / Sales Tax/etc in INR	Service Tax on AMC/CMC (if applicable) in INR	Any Other Charges in INR if applicable (Specify)	Total in INR (Unit price x Quantity + Other Charges)
	Equipment				-		
	Accessories				-		
	Warranty for 5 years						
	AMC (for 5 years) after warranty						
	CMC (for 5 years) after warranty						
	Total*						

Note: L-1 will be decided items wise for schedule A except other schedules.

DATE:

SIGNATURE

NAME

SEAL

Comprehensive Financial Bid for schedule-_____
(for goods to be imported from abroad)

S. No.	Item Description	Qty	Unit Price in INR	Custom duty in INR (if applicable)	Taxes (if applicable) VAT / Sales Tax/etc in INR	Service Tax on AMC/CMC (if applicable) in INR	Any Other Charges in INR if applicable (Specify)	Total in INR (Unit price x Quantity + Other Charges)
	Equipment					-		
	Accessories					-		
	Warranty for 5 years							
	AMC for 5 years							
	CMC for 5 years							
	Total							

Note: L-1 will be decided items wise for schedule A except other schedules.

DATE:
SIGNATURE
NAME
SEAL

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.

Declaration by the Bidder:

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Bronchoscope (Adult and Paediatric). I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM
(Clause C (9) of the tender)

To
Store Officer,
All India Institute of Medical Sciences,
Raipur

Dear Sir,

TENDER: _____.

we, _____ who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs. _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____.

Yours faithfully,

(Name)
For and on behalf of Messrs. _____
(Name of manufacturers)/Principal.