(4th call)

TENDER NOTICE FOURTH CALL

"Gynecology Instruments"

(Tuboplasty Set, Binocular Loupe, Optical Focusing light)

AIIMS, Raipur, Tatibandh, Raipur,

Date: 30 January 2015

On behalf of the Director, All India Institute of Medical Sciences, Raipur tenders in sealed cover are invited under **two-bid** system from manufacture and their authorized dealers/ distributors for providing Gynecology Instruments for AIIMS Raipur.

Schedule	Item	Quantity Required	EMD in INR
I	Small Gynecology Surgical Instruments (Tuboplasty Set)	Actual as mentioned in the Specifications	9000/ -
II	Binocular Loupe For Microsurgery	Actual as mentioned in the Specifications	1500/-
III	Focusing light	Actual as mentioned in the Specifications	600/-

The interested manufactures and their authorised dealers/ distributors are required to submit the technical and financial bid separately. If same bidder Is participating in multiple schedule he should submit the tender document for different schedules in separate envelopes with the label of the name of the schedule. For example technical bid and financial bid for schedule-I / technical bid and financial bid for schedule-II / technical bid and financial bid for schedule-III, and then all these along with the tender cost are to be put in one common envelop superscribed "Tender For Gynecology Instruments" and should reach at the office of "The Administrative Officer, AIIMS, Tatibandh Raipur (CG) - 492099, by or before on 03.00 PM on 27-02-2015. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at AIIMS, Raipur. In the event of any of the abovementioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date of technical evaluation of items and opening of financial bid of technically qualified agencies

Sign of Bidder Page 1 of 19

will be announced later.

Ke	Key Dates: Single Submission MultiOpening With Prequalification											
Seq No DME Stage Start Date &												
1	Tender Preparation and Release of NIT	30-01-2015										
2	Close for Bidding – Submission of Tender	27-02-2015 at 15:00										

The tender document containing technical bid form, financial bid form, technical description/specification & tem and terms & conditions can be downloaded from website www.aiimsraipur.edu.in. Demand Draft/Pay Order for Rs.1000/- (Rupees One Thousand only) (non-refundable) in favour of "AIIMS, Raipur", payable at Raipur, against cost of the tender document along with their technical bid in the Cover-I "Technical Bid". The amount of bid security (EMD) for Tender For Gynecology Instruments Schedule-I of Rs. 9,000/- (Rupees nine Thousand Only), Schedule-II of Rs 1500/- (Rupees Fifteen hundred Only) schedule-III of Rs/-600/ (six hundred only) of tender documents should be paid by FDR/DD/BG in favour of "AIIMS, Raipur" payable at Raipur and will be placed in cover-1 with technical bid with respective schedules. The Tender Documents are not transferable.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Raipur website: www.aiimsraipur.edu.in.

Administrative Officer
AIIMS, Raipur

Sign of Bidder Page 2 of 19

TENDER DOCUMENT

"Gynecology Instruments"
AIIMS, Raipur

TECHNICAL BID

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

1.	Name & Address of the manufacture and their authorised dealers/	
	distributors/Agency with phone number, email, name and telephone/mobile	
2.	Specify your firm/company is a manufactures/ authorised dealer/distributor/ Agency	
3.	Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
4.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past.	
5.	Detailed & exact specification of the product available with the vendor should be mentioned in the technical bid in as per Annexure-I . if any deviation should also be mentioned clearly in compliance report . Mentioning 'Yes' or 'No' .	
6.	Please attach copy of last of Income Tax Return	
7.	Please attach balance sheet (duly certified by Chartered Accountant) for last three	
	(3) years (Annual minimum turnover should not be less than 50 lakhs)	
8.	PAN No. (Please attach copy)	
9.	VAT/Service Tax Registration Number. (Please attach copy)	
10.	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.	
11.	Power of Attorney/authorization for signing the bid documents	
12.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/-that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.	
13.	Details of the FDR/DD of bid security (EMD) FDR/DD No: Date: Payable at	Detail of cost of Tender for Rs. 1000/- (if downloaded from website) DD No. Date: Payable at-

Sign of Bidder Page 3 of 19

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

- DD/Pay Order (if tender form is downloaded from the website of this Institute)
- 2. FDR/DD/BG
- 3. Terms & Conditions (each page must be signed and sealed)
- 4. Financial Bid

No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:	
Date:	
	(Signature of Tenderer with seal)
	Name:
	Address:

Sign of Bidder Page 4 of 19

"Gynecology Instruments" AIIMS, Raipur FINANCIAL BID For SCHEDULE-I

(In sealed Cover-II super scribed "Financial Bid")

	(In scaled Cover II suber serious Timanetar Did)													
S.	Item Description	Unit Pric	e in INR	Custom	duty in	Taxo	es (if	Service	Tax (if	Qty	Any Othe	r Charges	Total in I	NR (Unit
No.	_			INR (if ap	oplicable)	applicabl	applicable) VAT / applicable) in INR		of			price x Quantity +		
				(((((((((F	Sales Ta		or Paramet	-,	units		cify)	Other C	
										uiiits	(Брс	chy)	omer c	nai ges)
							R							
		Figures	Words	Figures	Words	Figures	Words	Figures	Words		Figures	Words	Figures	Words
1.	TUBOPLASTY SET (MICROSURGICAL INSTRUMENTS)													
	Equipment													
	Accessories													
	AMC/CMC Total for Five Years (Details is to be mentioned in next Table)	Not requi	red											
												Gra	and Total*	

⁻L1 for each item separately in the schedule will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE: SIGNATURE WITH NAME AND SEAL

Sign of Bidder Page 5 of 19

⁻CMC is not required.

"Gynecology Instruments" AIIMS, Raipur FINANCIAL BID For SCHEDULE-II

(In sealed Cover-II super scribed "Financial Bid")

Item Description	Unit Price in INR		Custom duty in INR (if applicable)		Taxes (if applicable) VAT / Sales Tax/etc in INR				Service Tax (if applicable) in INR														Qty of units	Any Other Charges in INR if applicable (Specify)		in INR if applicable		Total in I price x Q Other C	
	Figures	Words	Figures	Words	Figures	Words	Figures	Words		Figures	Words	Figures	Words																
BINOCULAR LOUPE FOR MICROSURGERY																													
Equipment																													
Accessories																													
AMC/CMC Total for Five Years (Details is to be mentioned in next Table Page no. 8)											Gra	and Total*																	
<i>I</i> (AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Give Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned	AMC/CMC Total for Five Years Details is to be mentioned In next Table Page no. 8)	AMC/CMC Total for Five Years Details is to be mentioned																

The grand total * will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE: SIGNATURE WITH NAME AND SEAL

Sign of Bidder Page 6 of 19

"Gynecology Instruments" AIIMS, Raipur FINANCIAL BID For SCHEDULE-III

(In sealed Cover-II super scribed "Financial Bid")

	(In scarca Cover-11 super serioca Financial Dia)													
S. No.	Item Description	Unit Price in INR		Custom duty in INR (if applicable)		applicabl Sales Ta	,		Tax (if e) in INR			in INR if applicable		uantity +
		Figures	Words	Figures	Words	Figures	Words	Figures	Words		Figures	Words	Figures	Words
1.	Focusing Light													
	Equipment													
	Accessories													
	Grand Total*													

Note: AMC/CMC not required for this schedule.

L1 for each item separately in the schedule will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE: SIGNATURE WITH NAME AND SEAL

Sign of Bidder Page 7 of 19

PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT (A.M.C.) / COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) AFTER EXPIRY OF WARRANTY

(RATES SHOULD BE QUOTED IN INDIAN RUPEES ONLY)

Sr	SME	Name of	For Sixth	For	For	For Ninth	For Tenth
No	Code	the	year with	Seventh	Eighth	year with	year with
	No.	Equipment	spare	year with	year with	spare	spare
			parts &	spare	spare	parts &	parts &
			labour	parts &	parts &	labour	labour
				labour	labour		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place: Date:

Signature Name in Capital Letters Designation

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.

The above quote should include all applicable taxes. If the rates of various items are L1 for different Tenderer, the AIIMS Raipur reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

Sign of Bidder Page 8 of 19

Warranty, Service, Maintenance:

Warranty

The equipment price should be quoted along with full comprehensive warranty of 5 years with proper maintenance service mentioned in this document.

Service

The supplier will ensure regular maintenance service by the appropriate engineer having the technical know-how of the equipment. The supplier shall also ensure the presence of resident engineer in the geographical location of this city of Raipur so that he attends the call without loss of time.

Maintenance

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

- a. Wherever applicable Supplier has to sign an annual maintenance contract AMC with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 1 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.
- b. The supplier has to sign a comprehensive maintenance contract CMC wherever applicable with the purchaser. During this period the supplier shall ensure quality maintenance / check service of minimum 4 times a year in addition to the calls that might be raised by the user department. This contract will be 3 % per annum of the base price (exclusive of taxes / duties) quoted in the financial bid and shall be paid to the supplier at the end of the year with the clearance / satisfaction certificate issued by the user department.

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.

Sign of Bidder Page 9 of 19

"Gynecology Instruments" AIIMS, Raipur Terms & Conditions

(A) Information and Conditions relating to Submission of Bids

- 1. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from website www.aiimsraipur.edu.in. Those who download the tender document from Website should enclose a Demand Draft/Pay Order for Rs 1000/- (Rupees One Thousand only) in favour of "AIIMS, Raipur", payable at Raipur, not later the date of 27-02-2015, along with their bid in the Cover-I containing "Technical Bid".
- 2. The interested firms/suppliers are required to submit the Technical and in the format enclosed. If same bidder Is Financial Bids separately participating in multiple schedule he should submit the tender document for different schedules in separate envelopes with the label of the name of the schedule. For example technical bid and financial bid for schedule-I / technical bid and financial bid for schedule-II / technical bid and financial bid for schedule-III, and then all these along with the tender cost are to be put in one common envelop super scribed "Tender For Gynecology Instruments" should reach AIIMS, Raipur by or before 03.00 PM on 27-02-2015. The Technical bids shall be opened on same day at 03.00 PM at AIIMS, Raipur in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.
- 3. The bidders are required to submit their query in writing before 18-02-2015 to DDA, AIIMS Raipur, if any.
- 4. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the Authorized signatory signs the tenders, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
- 5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full

Sign of Bidder Page 10 of 19

- signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 6. The bidder shall pay an amount of Rs. 9000/- as Bid Security (EMD) for Schedule-I, amount of Rs 1500/- as Bid Security (EMD) for Schedule-II, and amount of Rs 600/- as Bid Security (EMD) for Schedule-III along with the Technical Bid in the form of FDR/DD/BG in favour of "AIIMS, Raipur" drawn on any Scheduled Bank and payable at Raipur and must be valid for (6) six month. Bids received EMD shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid.
 - a. The Public Sector Undertaking of the Central/State Govt. is exempted from furnishing Earnest Money along with tender.
 - b. The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
 - c. Earnest Money deposited with AIIMS, Raipur in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
- 7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
- 8. The successful bidders has to constitute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) and also required to furnish the security deposit @ 10% of contract value in the form of FDR/DD/BG of any scheduled bank in favour of AIIMS, Raipur & payable at Raipur only. This deposit will be valid till 60 days beyond the completion of the warranty period. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Raipur.
- 9. The EMD shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

Sign of Bidder Page 11 of 19

- 10. The bid shall be valid and open for acceptance of the competent authority for a period of 180 (one hundred eighty) days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained
- 11. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.
- 13. The competent authority of AIIMS, Raipur reserved all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre bid conference. This will be communicated to all tenderers in writing. AIIMS, Raipur also reserves the right to reject any bid, which in his opinion is non-responsive, or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 14. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
- 15. Canvassing in any form is strictly prohibited and the tenderer who are found canvassing are liable to have their tenders rejected out rightly.

(B) OTHER TERMS & CONDITIONS OF THE TENDER

- 1. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, and postage and transportation charges at FOR AIIMS Raipur.
- 2. All the rates should be mention in Indian national currency (INR) only. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tenders will be cancelled straightway.
- 3. Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
- 4. The tenderer can quote for either/ or all the items of the schedules mentioned in the bid.. If the tenderer is quoting more than one of the Schedules it has to include separatetechnical & financial bid for each schedule in a separate envelope labeled with the respective schedule on the envelope.

Sign of Bidder Page 12 of 19

- 5. The tenderers must quote for 5 years on site warranty from the date of completion of the satisfactory installation as certified by the stipulated committee. The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years on site AMC (without spare parts) / on site CMC (include free labour, repair, other services & spare parts (wherever applicable). Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty AMC / CMC. The Rate Contracting Authority reserves the right to award AMC / CMC. A.M.C. (without spare parts) shall be quoted for Equipment costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for Equipment costing above Rs.5.00 Lacs. So the price of AMC / CMC should be quoted according to the cost of equipment. The amount of AMC/ CMC would be released to the supplier on successful completion of the maintainence of that particular year duly certified by the user department.
- 6. The supplier shall submit a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender, the Institute (the purchaser) would be given the benefit of lower rates by the Supplier. If such affidavit is not submitted, tender will be out rightly rejected.,
- 7. If the prices of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
- 8. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
- 9. The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
- 10. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are

Sign of Bidder Page 13 of 19

- not found in accordance with the required description / specifications and liquidates damages shall be charged.
- 11. In case the tenderer on whom the supply order has been placed, fails to made supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Raipur) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.
- 12. The Specification and quantity of the item needed is mentioned in <u>Financial</u> <u>Bid</u> but it is approximate detail and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Raipur. The payment would be made for actual supply taken and no claim in this regard should be entertained.
- 13. Where the specifications are as per tenderer's range of product & tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate Letter Head of the firm mentioned clearly in the column. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as per given in Annexure I.
- 14. It must be mentioned clearly whether tenderer is a manufacturer/sole distributor/sole agent for the items for which he is quoting.
 - a. Manufacturer must add a certificate that item(s) is manufactured by them as per range of products
 - b. Sole Manufacturers must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
 - c. Authorized agents add authority from their must letter Manufacturer/Principals on the letter head the manufacturer/principals in proforma given in attach duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/-(Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be

Sign of Bidder Page 14 of 19

mentioned in the authority letter otherwise tender will be liable to rejection.

- 15. The Tenderers should furnished a copy of S.T./C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected
- 16. The tenderers should submit along with the tender, a photostate copy of the last Income Tax return and copy of current valid income tax <u>clearance</u> <u>certificate (IT CC)</u> otherwise tender may be ignored
- 17. In case asked, tenderer must personally supply a sample/give the demonstration of the Equipment/Instruments to the competent authority of the institute and in that case all the expenses will be borne by the supplier.
- 18. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing, which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original failing which tender may be ignored.
- 19. Any failure or omission to carryout of the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure.
- 20. The Courts at Raipur/CG alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.
- 21. If at any time, any question, dispute or difference whatever shall arise between supplier and the institute (Purchaser) upon or in relation to or in connection with the agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by the institute (Purchaser) and the other to be nominated by the supplier. Such a notice of the existence of any question dispute or difference in connection with the agreement shall be served by either party within 60 days of the beginning of

Sign of Bidder Page 15 of 19

such dispute failing which all Right sand claims under this Agreement shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the Umpire Appointed by them shall enter upon the reference and his award shall be binding on the Parties. The venue of the arbitration shall be at Raipur, (Chhattisgarh, India). The arbitrators/Umpire shall give reasoned award.

- 22. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
- 23. Supply of equipment, goods and services should be completed within 6 weeks from the date of supply order unless otherwise specified in the supply order. Purchaser will place order by fax &/or e-mail &/or speed post
- 24. The Bidder shall provide on site warranty/guarantee of the equipment for the period of **five years from the date of installation**. Warranty will cover services, repairs, maintenance, replacement of spare parts, broken / damaged / worn out spare parts and other services free of cost during the whole warranty period of five years. The warranty shall also include "on call service" which should not exceed **24 hours from the time of lodging of complaint through e-mail**.

I / We hereby accept the terms and Conditions given in the tender
(Signature & Stamp of the bidder)

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

Sign of Bidder Page 16 of 19

Annexure-I

General specification for all instruments:

- 1 The instruments quoted should be of high quality and standard.
- 2 The Instruments should be imported and of European CE / US-FDA certification.
- 3 Copy of the European CE certificate and/or US-FDA certificate must be enclosed
- 4 The instruments must be ISO certified and copy to be enclosed

Schedule – I Consists of various headings

- i. Tuboplasty set (microsurgical instruments)
- ii. Fibre optic sims's vaginal speculum with xenon light source
- iii. Fibre optic cusco's vaginal speculum

Sr	Item	Quantity					
No							
1.	TUBOPLASTY SET (MICROSURGICAL INSTRUMENTS)	2 sets					
	Microsurgical instruments- needle holder-1						
	microscissor-1(extra thin, 10mm curved blade)						
	Westcot scissors: 10mm blade, curved with blunt tip						
	Small straight blade: 1						
	Needle holder: Straight-1 and curved-1						
	Blade: 150 angled blade with lance tip						
	Suturing/tying forc eps(Straight 0.5mm, curved(angled at 7.5mm)-						
	0.5mm						
	Lacrymal probe set no:0-13						
	Blunt tipped guide wire—1						
	Tubal dilator-1						
	Bipolar forceps-2						
	Cautery ball tip						
	ALL MIROSURGICAL ISNTRUMENTS TO BE PROVIDED IN						
	AUTOCLAVABLE BOX of same manufacturer						
	Should be European CE / US-FDA. It should be made up of German						
	stainless steel, heat resistance, antiglare						

2.	Fibre optic Sims's vaginal speculum with xenon light source	01
	SPECULUM- stainless steel 18/8 polished outside, matted inside	
	Small- 25x 30 cm- one	
	Medium- 30x 35cm- one	
	Large- 35x40- one	
	light source specification- Cold light fountain XENON	
	Power supply: 220-240 VA	
	Output: xenon light 175 W, 15V.	
	. Fibre optic light carrier(cable).	
	Glass fibretype,	
	2.5mm diameter	
	length 180cms.	

3.	Fibre optic cusco's vaginal speculum with xenon light source	01
	Large size- one	
	Medium size- one	

Sign of Bidder Page 17 of 19

Small size- one

light source specification- Cold light fountain XENON NOVA.

Power supply: 220-240 VA

Output: xenon light 175 W, 15V.

. Fibre optic light carrier(cable).

Glass fibretype, 2.5mm diameter length 180cms.

SCHEDULE - II

1.	BINOCULAR LOUPE FOR MICROSURGERY 2.5 X , Prizmatic	02
	type, dust & water resistant, with head band, with protective case	
	Light weight, magnification 2.5 X without distortion	
	30 cm focal distance, comfortable 12 inch working distance,	
	adjustable papillary distance, individually adjustable lenses, 10 cm	
	viewing area	

SCHEDULE – III Focusing Light

1.	Focussing Light (Spot Light)	02
	- LED LIGHT	
	- Stay cool to touch even during multiple exams	
	- Mount on wall and Stand	
	- Should Proved homogenous spot , variable size for Gynecology	
	examination and minor procedure	

Sign of Bidder Page 18 of 19

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM (Clause 14 (c) of the tender)

Го
The Administrative Officer, All India Institute of Medical Sciences Raipur
Dear Sir,
TENDER:
we,who are established and reputable manufacturers of, having
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.

Sign of Bidder Page 19 of 19