

(2nd Call)

Short Notice Tender for
"Supply of Orthopaedic Instruments"

At

All India Institute of Medical Sciences, Raipur

Sr. No.	DME Stage	Particular
1.	NIT No.	Store/Tender/Orthopaedic_Instruments /2/2015
2.	NIT Issue Date	29-09-2015
3.	Pre bid Meeting	20-10-2015 at 3:00 PM Committee Hall, 1 st Floor, Gate No. 5, G.E. Road, Tatibandh, Raipur 492099
4.	Last Date of Submission	20-10-2015 before 03.00 PM
5.	Venue	Store Officer, AIIMS RAIPUR, Tatibandh, Raipur-492099
6.	Tender Document Cost	₹ 1,140/- (Tender Cost ₹ 1,000 + VAT @14% ₹ 140 = ₹ 1,140)
7.	Venue	Store Officer, AIIMS RAIPUR, Gate no. 5, G.E. Road, Tatibandh, Raipur 492099



**All India Institute of Medical Sciences, Tatibandh,
Raipur – 492099, Chhattisgarh**

Tele: 0771- 2971307, email: store@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in

**Short Notice Tender for
“Supply of Orthopedic Instruments”**

AIIMS, Tatibandh, Raipur

Date: 29th Sep., 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 authorised dealers/ distributors for providing Orthopedics Instruments for AIIMS Raipur.

Schedule	Equipment	EMD in ₹
A	Bone and Plate Holding Instruments	3,000/-
B	Large Fragment Set	3,000/-

The interested manufactures and their authorised dealers/ distributors are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender For Orthopedics Instruments” and should reach at the office of “The Store Officer, AIIMS, Tatibandh, Raipur (CG) - 492099, by or before on 03.00 PM on 20-10-2015 . 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 03.30 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 will be announced later.

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

Demand Draft/Pay Order for ₹ 1,140/- (Tender Cost ₹ 1,000 + VAT @14% ₹ 140 = ₹ 1,140) (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”. EMD amounts should be submitted with bid in the form of Pay Order/DD/BG/FDR in favour of “AIIMS, Raipur” payable at Raipur and will be placed in cover-1 with technical bid. The Tender Documents are not transferable.

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

**Store Officer
AIIMS, Raipur**

TENDER DOCUMENT

“Supply of Orthopaedic Instruments”
At AIIMS, Raipur

TECHNICAL BID

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

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
1.	Name & Address of Tenderer with phone number, email, name and telephone/mobile	Mention in Letter head		
2.	Specify your firm / company is a manufactures / authorised dealer / distributor / Agency	Mention in Letter head		
3.	Name, Address & designation of the authorized person (Sole proprietor / partner / Director)	Mention in Letter head		
4.	Power of Attorney / authorization for signing the bid documents	Mention in Letter head		
A	Original Equipment Manufacturers (OEM) Prequalification:			
	(a) Please provide the name, address, and the other details of the OEM. If the OEM is originally incorporated in other country, please furnish such details for India also. (b) Please provide full details of factory /manufacturing units.			
5.	OEM must be a European CE Certified company consistently	Copy of Valid certificates		
B	About the tender Offer			
6.	Tenderer must provide evidence of having supplied government hospital /reputed private hospital organizations in India similar nature of items of at least 1/3 rd value of contract amount in the last three years.	<ul style="list-style-type: none"> • Copy of the all the Supply orders. • Satisfaction certificates (along with contact details) from atleast three institutions. 		
7.	Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Average annual minimum turnover should not be less than 1 lakh)	Copies of authenticated balance sheet for the past three financial years		
C	Dealer / Distributor Prequalification:			
8.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling, and maintaining the equipment quoted for.	OEM's authorization letter		
9.	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.	Undertaking authorization letter		
D	Tender Related			
10.	Acceptance of terms & conditions attached (Yes/No). Whether each page of NIT and its annexure have been signed and stamped	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.		

Tender Enquiry No. Store/Tender/Orthopaedic_Instruments/2/2015

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number
11.	Whether original catalogue of the equipment/instruments quoted with detailed data sheet enclosed.			
E	Other Relevant Information required			
12.	Permanent Account Number	Copy of the PAN Card		
13.	Please attach copy of last three years of Income Tax Return			
14.	VAT/Service Tax Registration Certificate	Please attach certificate		
15.	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.			
16.	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. If you don't fulfil these criteria, your tender will be out rightly rejected.			
17.	Details of the FDR/DD/BG of bid security (EMD) Each Schedule for Rs. 3000/-	Pay Order/DD/BG/FDR No: Date: Payable at:		
18.	Detail of cost of Tender for ₹ 1,140/- (Tender Cost ₹ 1,000 + VAT @14% ₹ 140 = ₹ 1,140) (downloaded from website)	DD/Pay Order No. Date: Payable at-		

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:

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

(Signature of Tenderer with seal)

Place:.....

Date:.....

Name:

Address :

Tender Enquiry No. Store/Tender/Orthopaedic_Instruments/2/2015

“Supply of Orthopaedic Instruments”

AIIMS, Raipur

FINANCIAL BID - SCHEDULE A

(In sealed Cover-II super scribed “Financial Bid”)

Sr. No.	Item Description	Qty	Unit Price in INR		Taxes (if applicable) VAT / Sales Tax/etc in INR	
			Figures	Words	Figures	Words
1.	Bone and Plate Holding Instruments	As per specification				
	Warranty for 3 years					
	Total					

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 OF THE FIRM

Tender Enquiry No. Store/Tender/Orthopaedic_Instruments/2/2015

“Supply of Orthopaedic Instruments”

AIIMS, Raipur

FINANCIAL BID – SCHEDULE B

(In sealed Cover-II super scribed “Financial Bid”)

Sr. No.	Item Description	Qty	Unit Price in INR		Taxes (if applicable) VAT / Sales Tax/etc in INR	
			Figures	Words	Figures	Words
1.	Large Fragment Set	As per specification				
	Warranty for 3 years					
	Total					

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 OF THE FIRM

SPECIAL CONDITIONS

1. The bidders should submit the relevant certificates / evidence of previous supply to any government/ reputed private organization. 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 100% demonstration of their equipment to the concerned committee regarding the quality aspect.

Warranty & Service:

Warranty

The equipment price should be quoted along with warranty for 3 years with proper maintenance service mentioned in this document. 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.

During the warranty period, equipment has not meet with our required specification and failed to perform as per specification then material will be rejected and same will be replaced with new equipment within 01 month from the date of issue of rejection advice. If firm has failed to replace the rejected material within 01 month then performance security deposit will be forfeited.

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 & conditions of the contract, rules regarding purchase of Orthopedics Instruments. 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 :

“Orthopedic Instruments”

AIIMS, Raipur

Terms & Conditions

Subject: - Notice Inviting Tender for Supply of Orthopaedic Instruments at All India Institute of Medical Sciences, Raipur.

1. Earnest Money:

Earnest money by means of a Pay Order/DD/BG/FDR 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 ministry 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 Orthopaedic Instruments Tender**" and "**Financial Bid for Orthopaedic Instruments Tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope superscribed as "**Tender for Orthopaedic Instruments**".
- 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 consumable material 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 contract amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "**All India Institute of Medical Sciences, Raipur**" **within 15 days from the date of issue of LOA.** In case of firm has failed to submit security deposit within above time period, risk purchase will be initiated at risk and cost of defaulter firm and EMD will be forfeited.

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 be valid up to 60 days after completion of

contractual obligations under the contract.

9. **Delivery:**

The successful bidders should strictly adhere to the following delivery schedule, supply should be effected within **4-6 weeks** from the receipt of Purchase Order and this clause should be strictly adhere to failing Liquidated Damage will be imposed against the defaulter.

10. **Risk Purchase & Recovery of sums due:**

- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

11. **Inspecting, Testing and Quality control**

- i. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- ii. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- iii. Stage Inspection: The Supplier shall offer semi-finished product for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- iv. Before resorting to Bulk Manufacture, the supplier shall offer/send the prototype/actual-finished sample for approval by the Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or form the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contact or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.
- v. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that

the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re- inspection.

- vi. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind, which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- vii. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- viii. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- ix. Goods accepted by the purchase/AIIMS, Raipur and/or its inspector at initial inspection and in final inspection in terms of the contract should in no way dilute purchasers/AIIMS, Raipur's right to reject the same later.
- x. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or AIIMS, Raipur at the destination, the Supplier fails to make satisfactory supply

within the stipulated period of delivery the Purchaser shall be at liberty to:-

- a. Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account and security deposit will be forfeited.
- b. Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d. The Inspector shall have the power:-
 - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - To reject any goods submitted as not being accordance with particulars.
 - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
 - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work however if goods are accepted all cost incurred shall be borne by the Purchaser.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

12. **Liquidated Damages :**

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%** of contract value per week subject to maximum **@ 10%** of contract 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Right to call upon information regarding status of supply:**

The AIIMS, Raipur will have the right to call upon information regarding status of supply position of items at any point of time.

18. **Terms of payment:**

1. 70% of the purchase order value will be released after the successful

supply & remaining 30% of the amount shall be released after the successful completion of the installment and commissioning of equipment & accessories and demonstration of the performance to the satisfaction of the concerned department.

2. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

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. 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.
19. **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.

20. **Arbitration**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, 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 Sole Arbitrator will 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, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

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

Annexure-I

SPECIFICATION OF ORTHOPAEDIC INSTRUMENT

SCHEDULE- A

Bone and Plate Holding Instruments

1. AO TYPE BONE REDUCTION FORCEPS SMALL - 2 Piece
2. AO TYPE BONE REDUCTION FORCEPS MEDIUM - 2 Piece
3. AO TYPE BONE REDUCTION FORCEPS LARGE - 2 Piece
4. AO TYPE PLATE HOLDING FORCEPS SMALL – 2 Piece
5. AO TYPE PLATE HOLDING FORCEPS MEDIUM – 2 Piece
6. AO TYPE PLATE HOLDING FORCEPS LARGE – 2 Piece
7. POINTED REDUCTION CLAMP SMALL – 2 Piece
8. POINTED REDUCTION CLAMP MEDIUM – 2 Piece
9. POINTED REDUCTION CLAMP LARGE -2 Piece
10. PATELLA HOLDING FORCEPS 3 PRONG AND 4 PRONG 1 each

These instruments should be of Stainless steel, rust free, Autoclavable, European CE.

The instrument should be with replacement warranty of 3 years.

SCHEDULE- B

LARGE FRAGMENT SET

STERILIZING TRAY and box - 1 piece

DRILL BIT 3.2 MM, 110/085MM, 2-FLUTE, FOR QUICK COUPLING - 2 piece

DRILL BIT 4.5MM, 100/085MM, 2-FLUTE, FOR QUICK COUPLING – 2 piece

COUNTERSINK 4.5MM -1 piece

TAP FOR 3.2 MM CORTEX SCREWS, L 110/050 -2 piece

TAP FOR 4.5 MM CORTEX AND 6.5MM CANCELLOUS SCREWS, L
110/85MM – 2 piece

T-HANDLE WITH QUICK COUPLING – 1 piece

DOUBLE DRILL SLEEVE 3.2/4.5, FOR 3.2MM SCREWS - 1 piece

INSERT DRILL SLEEVE 3.2/4.5, FOR LONG 4.5MM LAG SCREWS – 1 piece

HEXAGONAL SCREWDRIVER WITH GROOVE -1 piece

HEXAGONAL SCREWDRIVER SHAFT – 1 piece

DEPTH GAUGE FOR 2.5 TO 3.2MM SCREWS – 1 piece

SHARP HOOK -1 piece

DCP DRILL GUIDE 4.5MM – 1 piece

BENDING TEMPLATE – 2 piece

Screwdriver torque control for lcp screws -1 piece

Screwdriver for 4.5mm dcp with handle – 1 piece

Articulating compressin device – 1 piece

Muller compressin device – 1 piece

**THESE INSTRUMENTS SHOULD BE OF STAINLESS STEEL, RUST FREE,
AUTOCLAVABLE, EUROPEAN CE.**

The instrument should be with replacement warranty of 3 years.

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM
(Clause 12 of the tender)

To

The 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.