

TENDER FOR
“Supply of Gynaecology Equipments”
At
All India Institute of Medical Sciences,
Raipur

Sl. No.	DME Stage	Start Date & Time
1	NIT No.	ADMIN/Tender/ Equipments for OBG/1/2014
2	NIT issue date	02-09-2014
3	Pre- Bid Meeting	17-09-2014 at 12:00 Noon
4	Last Date of submission	30-09-2014 at 15:00 PM



All India Institute of Medical Sciences, Raipur
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www.aiimsraipur.edu.in

Chapter I- Instruction to bidders
“Supply of Gynaecology Equipments”
AIIMS, Raipur, Tatibandh, Raipur.

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 **Supply of Gynaecology Equipments**, AIIMS Raipur.

S. No.	Items	Quantity	Tender Document Cost	EMD
1	Advanced bipolar & ultrasonic energy device	As per Annexure-1	₹ 5000/-	₹ 75,000/-

The interested manufactures and their authorized dealers/ distributors are required to submit the technical and financial bid separately for each item. 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 Supply of Gynaecology Equipments**” in AIIMS Raipur and should reach at the office of “The Administrative Officer, AIIMS, Tatibandh Raipur (C.G.) - 492099, by or before on **03.00 P.M. on 30-09-2014**. 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 above mentioned 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 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 & item and terms & conditions can be downloaded from website www.aiimsraipur.edu.in, as well as www.tenders.gov.in Demand Draft/Pay Order as per for an amount as mentioned above for each Schedule is to be deposited in favour of “AIIMS, Raipur” (non-refundable), 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 Equipments & Instruments Item for OBG as detailed above for each schedule of tender documents should be deposited in shape of FDR/DD/BG 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 Administrative Officer on the AIIMS, Raipur website: www.aiimsraipur.edu.in, as well as www.tenders.gov.in

TENDER DOCUMENT
“Supply of Gynaecology Equipments”
AIIMS, Raipur, Tatibandh, Raipur.

TECHNICAL BID

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

Sl. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page no. in techno-commercial 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)	Relevant document		
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 for each item for which the bid is invited.			
4.	OEM must be a ISO 9001 Certified company consistently	Copy of Valid certificates		
5.	OEM must be present in India for at least 5 Years with business history	Company Incorporation certificate		
6.	OEM must have 5+ years of experience supplying and servicing products	Complete installation reports which are older than 2 years		
B	About the tender Offer			
7.	Tenderer must provide evidence of having supplied government hospitals / reputed private hospitals/ organizations in India similar nature of items of at least 1/3 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 institutions. 		

Tender Enquiry No. ADMIN/Tender/ Equipments for OBG/1/2014

Sl. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page no. in techno-commercial bid
C	Tenderer's prequalification			
8.	The average annual turnover of the bidder should not be less than 50% of contract value once in the last three financial years.	•Copies of authenticated balance sheet for the past three financial years		
9.	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		
10.	Tenderers should submit letter from OEM mentioning that OEM shall be fully accountable for the performance of all components of the instruments tendered	Undertaking from OEM		
11.	Tenderers must submit letter from OEM mentioning to agree to provide all post-sale installation and maintenance support	Undertaking from OEM		
12.	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			
13.	Details of the Earnest Money Deposit (EMD) of amount ₹ 75,000/- (Rs. Seventy Five Thousand only).	FDR/DD/BG No: Date: Bank: Payable at		
14.	Details of the cost of the Tender documents worth ₹ 5,000/-(Rs. Five Thousand Only).	DD/Pay Order No: Date: Bank: Payable at		
15.	Whether each page of NIT and its annexure have been signed and stamped			
16.	Whether original catalogue of the equipment/instruments quoted with detailed data sheet enclosed.			
E	Other Relevant Information required			
17.	Permanent Account Number	Copy of the PAN Card		

Sl. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page no. in techno-commercial bid
18.	Please attach copy of last three years of Income Tax Return			
19.	Please attach Audited Balance Sheet by C.A. of last three years.			
20.	VAT/Service Tax Registration Certificate	Please attach copy		
21.	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.			
22.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof. 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 this criterion, your tender will be out rightly rejected.			
23.	Any other information important in the opinion of the tenderer			
24.	Kindly mention the total number of pages in the tender document.			

“Supply of Gynaecology Equipments”**AIIMS, Raipur****FINANCIAL BID****(In sealed Cover-II super scribed “Financial Bid”)****ADVANCED BIPOLAR & ULTRASONIC ENERGY DEVICE**

S. No.	Item Description	Qty of units	Make	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	Total Unit Price (including all taxes)	Total price (Total Unit price x quantity)
1.	Equipment (list attached in Annexure-I)	01 set with all Accessories as mentioned in Annexure-I							
2	ACCESSORIES								
3	Warranty For 5 Years								
	CMC for 5 years after warranty period (Details is to be mentioned in separate Table)	As per Annexure-I	6 th YEAR	7 th YEAR	8 th YEAR	9 th YEAR	10 th YEAR	TOTAL CMC COST PER UNIT	TOTAL CMC COST
	Grand Total								

- The total cost of equipment (including warranty & CMC) 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.
- The vendor has to supply all the items as per BOQ
- Rest terms and conditions as per tender documents.
- The prices of each accessory should be quoted separately.

DATE:

SIGNATURE WITH NAME AND SEAL

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

(Rates Should Be Quoted In Indian Rupees Only)

Sl. No.	SME Code No.	Name of the Equipment	For Sixth year with spare parts & labour	For Seventh year with spare parts & labour	For Eighth year with spare parts & labour	For Ninth year with spare parts & labour	For Tenth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		ADVANCED BIPOLAR & ULTRASONIC ENERGY DEVICE (WITH ALL THE ACCESSORIES AS PER ANNEXURE-I)					
		Grand Total (4+5+6+7+8)					

Place:

Date:

Signature

Name in Capital Letters

Designation

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - Notice Inviting Tender for Supply of Gynaecology Equipments for All India Institute of Medical Sciences, Raipur

1. **Earnest Money:**

Earnest money by means of ₹ 75,000/- (Rupees Seventy Five Thousand only) 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 "All India Institute of Medical Sciences, Raipur".

- a) No request for transfer of any pervious 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 envelopes "Technical Bid for Tender for Supply of Gynecology Equipment" and "Financial Bid for Tender for Supply of Gynecology Equipment". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Supply of Gynecology Equipment"
- 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.

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.

- i. 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.
- ii. 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.
- iii. 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 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 nationalized bank in favour of AIIMS, Raipur & payable at Raipur only. **Validity of Performance Security Deposit will be 60 days beyond the completion of all contractual obligations (including warranty period).** If the successful bidder fails to furnish the full security deposit or 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.

After completion of warranty period, a fresh BG/DD/FDR of amount **10% of AMC/CMC** cost will be submitted by the firm. After submission of new Performance Security Deposit, old BG/DD/FDR will be released. **Validity of this Performance Security will be 60 days beyond AMC/CMC period.**

9. **Delivery & Installation:**

The successful bidders should strictly adhere to the following delivery schedule supply, installation & Commissioning should be effected within 4 to 6 weeks from the date of supply order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.

10. 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 without paint 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.
- 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 instalment 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.

11. Guarantee / Warranty, Service, Maintenance:

A. Guarantee/ Warranty

The tenderers must quote for **5 years onsite** 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). 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 equipments costing up to Rs.5.00 Lac and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs.5.00 Lac. So the price of AMC / CMC should be quoted according to the cost of equipment. The amount of CMC would be released to the supplier on successful completion of the maintenance of that particular year duly certified by the user department.

B. 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.

C. Maintenance

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

- a. If the cost of the unit/instrument/equipment is less than INR Five Lakhs, then the supplier has to sign an annual maintenance contract 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. If the cost of the unit/instrument/equipment is more than INR Five Lakhs, then the supplier has to sign a comprehensive maintenance contract 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.

- c. 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.

12. 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 from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.
- In no case instrument should remain in non-working condition for more than 3 **days**, beyond which a penalty of **2% of machine cost** will be charged per day.

13. 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 Organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
- c. Authorized agents must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals in Performa given in attach duly supported by a notarized 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 mentioned in the authority letter otherwise tender will be liable to rejection.

14. The Tenderers should furnish 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

15. The tenderers should submit along with the tender, a Photostat copy of the last Income Tax return and copy of current valid income tax clearance certificate (IT CC) otherwise tender may be ignored

16. **Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of value of delayed supply is reached, Purchaser may consider termination of the tender.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **Terms of payment:**

- 70% of the purchase order value will be released after the successful supply at consignee's site & remaining 30% of the amount shall be released after the successful installation and commissioning of equipment & accessories and demonstration of the performance to the satisfaction of the concerned department.
- 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.

23. **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 the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. 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.

24. **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.

**Administrative Officer
AIIMS, Raipur**

(A) SPECIAL CONDITIONS

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.

1. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
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 regarding the quality aspect.
4. Vendor, who is not able to do so, should not participate in tender. Otherwise non compliance of requirement by successful bidder may result in to seizure of their security money/ performance guarantee money. Institute may debarred/ terminate/ blacklist these organization from the AIIMS for the next three years.
5. 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.

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 action.

(B) Additional Terms & Conditions of the tender

1. 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.
2. Rates should be mentioned both in figures and in words. The offer should be **computerized print** only. Offers in pencil/ hand written will be rejected.
3. 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 not found in accordance with the required description / specifications and liquidity damages shall be charged.
4. 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.

5. The Specification and quantity of the item needed is mentioned in Financial Bid 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.
6. 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. 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.
7. The Tenderers should furnish 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
8. The tenderers should submit along with the tender, a Photostat copy of the last Income Tax return and copy of current valid income tax clearance certificate (IT CC) otherwise tender may be ignored
9. 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.
10. 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.
11. 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.
12. 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.

13. 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 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.
14. 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.
15. Supply of equipment, goods and services should be completed within period stipulated in the supply order otherwise liquidated damage at the rate of 0.5% per week of the contract value will be imposed. Purchaser will place order by fax &/or e-mail &/or speed post
16. The Bidder shall provide onsite 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 the Bidder_____

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 (FDR/DD/BG)
3. Terms & Conditions (each page must be signed and sealed)
4. Financial Bid

Place:.....

(Signature of Tenderer with seal)

Date:.....

Name:

Address :

Annexure-1**“Supply of Gynaecology Equipments”****AIIMS, Raipur****ADVANCED BIPOLAR & ULTRASONIC ENERGY DEVICE**

S. No.	Item Description	Qty of units
1.	<p>THE UNIT SHOULD BE COMPREHENSIVE TO COVER ALL TISSUE MANAGEMENT REQUIREMENT IN OR AND CAN BE USED FOR LAP / GYN / URO / GI / ENT / OPEN SURGERY.</p> <p>-SHOULD HAVE ADVANCED TECHNOLOGY OF OPTIMUM USE OF ULTRASONIC ENERGY COMBINED WITH ADVANCED BIPOLAR HF/RF ENERGY FOR SEALING AND CUTTING THE SURGICAL TISSUES.</p> <p>-DEVICE SHOULD BE CAPABLE OF RELIABLE HAEMOSTASIS (EFFECTIVE SEALING WITH BURST PRESSURE UP TO 3 TIMES OR MORE OF THE NORMAL SYSTOLIC PRESSURE) UP TO & EQUAL TO 7 MM VESSELS AND SIMULTANEOUSLY CUT THE TISSUE FOR FASTER DISSECTION.</p> <p>-DEVICE SHOULD HAVE ADVANCED VESSEL SEALER & PURE ULTRASONIC ENERGY TO SEAL AND CUT MODE WHICH CAN BE ACTIVATED BY HAND ACTIVATION AS WELL AS FOOT SWITCH</p> <ul style="list-style-type: none"> - LCD AND TOUCH SCREEN USER INTERFACE - SYSTEM SHOULD BE COMPATIBLE FOR WITH 5MM AND 10MM HAND INSTRUMENTS. - THE UNIT SHOULD BE SUPPLIED WITH FOLLOWING ITEMS : <ol style="list-style-type: none"> 1) ULTRASONIC GENERATOR & ADVANCED BIPOLAR HF GENERATOR WITH STANDARD PEDAL FOOTSWITCH 2) GENERATOR CART (IMPORTED) – 1 NO (COMPANY MAKE) 3) COMMUNICATION CABLES 4) TRANSDUCER WITH CABLE – 1 No. 5) FOOTSWITCH FOR HF/RF UNIT AND SEALING 6) HAND PIECE PROBES FOR LAP (5 PCS) 7) HAND PIECE PROBES FOR OPEN SURGERY (5PCS) 9) PURE ULTRASONIC TECH SHOULD HAVE FOLLWING SHEARS (LAP 33-35CM – 4 UNITS;LAP 44-45CM – 2 UNITS; OPEN 22-25CM-2 UNITS, LAP DISSECTING HOOK 30-35CM-4 UNITS) VESSEL SEALER SHOULD HAVE FOLLOWING SHEARS ((LAP 33-35CM – 4 UNITS;LAP 44-45CM – 2 UNITS;OPEN 22-25CM-2 UNITS, LAP DISSECTING HOOK 30-35CM-4 UNITS) <p>THE UNIT SHOULD HAVE THE US-FDA APPROVAL /EUROPEAN CE CERTIFIED.</p>	01 SET WITH ALL ACCESSORIES AS MENTIONED

(To be made on Rs 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Raipur on the _____ day of _____

Two thousand Fourteen between the Director, All India Institute of Medical Sciences, Raipur, **acting through Administrative Officer, AIIMS, Raipur, having its office at AIIMS, Tatibandh, Raipur-492001** (*hereinafter* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at _____

(*Hereinafter* called the '**Tenderer**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the '**Client**' is desirous to engage the '**Tenderer**' for providing Medicine for IPD of AIIMS, RAIPUR at Raipur on the terms and conditions stated below:

1. The Tenderer shall be solely responsible for any accident / medical / health related liability / compensation for the Labour deployed by it at AIIMS, Raipur site. The '**Client**' shall have no liability in this regard.
2. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
3. The contract can be terminated by giving one month notice on either side.
4. In case of non-compliance with the contract, the '**Client**' reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract.
5. Security Deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Pay Order / Demand Draft or Bank Guarantee shall be furnished by the '**Tenderer**' at the time of signing of the Agreement.
6. There would be no increase in rates payable to the '**Tenderer**' during the contract period except reimbursement of the statutory wages revised by the Central Govt.
7. The '**Tenderer**' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
8. Decision of '**Client**' in regard to interpretation of the Terms and Conditions and the

Agreement shall be final and binding on the **‘Tenderer’**.

9. The **‘Tenderer’** shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The **‘Tenderer’** shall keep **‘Client’** fully indemnified against liability of tax, interest, penalty etc. of the **‘Tenderer’** in respect thereof, which may arise.

10. In case of any dispute between the **‘Tenderer’** and **‘Client’**, **‘Client’** shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Raipur.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand fourteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Raipur in the presence of the witness:

For and on behalf of the **‘Tenderer’**

For and on behalf of the **‘AIIMS, Raipur**

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the **‘Tenderer’**

SIGNED, SEALED AND DELIVERED

By the said _____
_____ (Name)

By the said _____
_____ (Name)

on behalf of the **‘Tenderer’** in presence

on behalf of the **‘AIIMS, Raipur** in

of

presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Sign of the Bidder _____

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(See Clause 13 'C')

To
The Administrative 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.