

Tender

For

Electro Thermal Bipolar Tissue Sealing System for the  
Department of Surgical Gastroenterology

At

All India Institute of Medical Sciences, Jodhpur

NIT Issue Date	: 01 <sup>st</sup> November, 2018
NIT No.	: Admn/Tender/130/2018-AIIMS.JDH
Pre-Bid Meeting	: 14 <sup>th</sup> November, 2018 at 04:45 PM
Last Date of Submission	: 29 <sup>th</sup> November, 2018 at 03:00 PM
Bid opening	: 30 <sup>th</sup> November, 2018 at 03:15 P.M

Tender documents may be downloaded from institute's web site [www.aiimsjodhpur.edu.in](http://www.aiimsjodhpur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>



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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites **Online bids in two bid system** for tenders for supply & installation of the Electro Thermal Bipolar Tissue Sealing System at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

### Chapter-I

S.No	Item Description	Qty	EMD (Rs.)
1	Electro Thermal Bipolar Tissue Sealing System	01	40,000/-

#### **Instructions:**

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
- The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at 0291-2740741.
- Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### **5. EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 40,000/- (Rupees Forty Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**” payable at Jodhpur. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to AIIMS, Jodhpur on or before last date/time of Bid Submission.**

- 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 stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
- The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

#### **6. Submission of Tender:**

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

#### **i) Technical Bid**

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.

- ii) Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.

### **Terms & Conditions:**

1. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
2. **"PRE –BID Meeting" with the intending bidders shall be held on 14<sup>th</sup> November, 2018 from 04:45 PM. onwards at AIIMS, Jodhpur.** All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.
3. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
4. **Purchase Preference to Local Suppliers**  
In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017 and F.No. Z.28018/67/2017-EPW dated 12<sup>th</sup> June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
5. **Minimum local content:** The minimum local content shall ordinarily be 25% as per Government of India Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage. (Annexure-III).
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
7. The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017:
  - i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).
8. **All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DTPP) order No. P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017.**
9. **Delivery and Installation:**
  - i) For goods supplied from India:**  
All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **60 days** from the date of issue of supply order.
  - ii) For goods imported directly from abroad:**  
All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **90 days** from the date of opening of Letter of Credit for shipment.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at AIIMS Jodhpur. The goods should be manufactured after adoption of latest technology.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, the AIIMS, Jodhpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

- 8. Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
- 9. Performance Security:** As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 10% of order value and should be kept valid for a period of 60 day beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of "All India Institute of Medical Sciences, Jodhpur" payable at Jodhpur drawn on any Nationalized Bank/Scheduled Bank and payable at Jodhpur within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement).
- 10. Incidental Services:** The supplier shall be required to perform the following services:-
- Installation & Commissioning, Supervision and Demonstration of the goods.
  - Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
  - Supplying required number of operation & maintenance manual for the goods.
  - To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.
- 11. Accessories & Consumables:** The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.
- 12. After Sales Service:** After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
- 13. Inspection:**
- AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.

- b. AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- c. The Director, AIIMS Jodhpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

**14. Documents:**

- a. **All pages of the Tender should be numbered and indexed.**
- b. The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- c. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

**15. Manufacturer Authorisation:** The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted for. Performa attached at **Annexure- IV**.

**16.** The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).

**17.** The successful bidder will be required to submit order copies of the supply of the equipment in Government institutions in last 12 month for rate reasonability purpose.

**18. Insurance:** - The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. If the equipment's is not commissioned and handed over to AIIMS, Jodhpur within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the AIIMS, Jodhpur.

**19. Tender Currencies:**

- a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
- b. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.
- c. Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

**20. Tender Prices:** While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

**For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:**

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;
- b. Any GST or other taxes, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;
- d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid;
- e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- f. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

**For goods offered from abroad, the prices in the corresponding Financial Bid shall be entered separately in the following manner:**

- a. The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;
- b. The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;
- c. The price of goods quoted for delivery at AIIMS, Jodhpur as indicated in the List of Requirements, Financial Bid and Consignee List;
- d. Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;
- e. The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Jodhpur, as specified in the List of Requirements and Financial Bid;
- f. The charges for Incidental Services, as in the List of Requirements and Financial Bid;
- g. The prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- h. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

**Additional information and instruction on Duties and Taxes:** If the Bidder desires to ask for GST, Customs Duty etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such GST and Customs duty etc. and no claim for the same will be entertained later.

**GST:**

- a. If reimbursement of GST is intended as extra over the quoted prices, the supplier must specifically state the same indicating the rate, quantum and nature of the GST applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of GST will be entertained after the opening of tenders.
- b. If a bidder chooses to quote a price inclusive of GST and also desires to be reimbursed for variation, if any, in the GST during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of GST included in its price. No claim on account of GST will be entertained after the opening of tenders.
- c. Subject to sub clauses (i) & (ii) above, any change in GST upward/downward as a result of any statutory variation in GST taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the supplier. In case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

**Customs Duty:** In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with Custom Duty Exemption Certificate, if applicable, on the quoted goods in the Financial Bid. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods.

- a. For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.
- b. For insurance of goods to be supplied, relevant instructions as provided shall be followed.
- c. Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- d. The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Jodhpur right to award the contract on the selected bidder on any of the terms offered.

**21. Indian Agent:-** If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

- a. The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.
- b. The details of the services to be rendered by the agent for the subject requirement.
- c. Details of Service outlets in India, nearest to the AIIMS, Jodhpur to render services during Warranty and CMC period.

**22. Firm Price**

- a. Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- b. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

**23. Conversion of tender currencies to Indian Rupees: -** In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of '**Last Date of Submission of Tender**'.

**24. Payment Terms:**

**i) Payment for goods supplied from India:**

100% payment of the total order value shall be released after the successful installation/commissioning of the ordered goods against the submission of the inspection report.

**ii) Payment for Imported goods:**

For imported goods payment shall be made in the following manner:

- a) **On shipment:** 75 % payment of the contract price shall be paid 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country} and upon the submission of the following documents:
  - i. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
  - ii. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
  - iii. Insurance Certificate;
  - iv. Certificate of origin by the chamber of commerce of the concerned country;
  - v. Certificate of country of origin;
  - vi. Manufacturer's / Supplier's warranty certificate;
  - vii. Manufacturer's own factory inspection report.

- b) **On Acceptance:** 25 % payment would be made after satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Jodhpur.

*Note:-The supplier shall not claim any interest or any other payment under the contract.*

- 25. Custom Clearance:** For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. Transportation of goods up to AIIMS, Jodhpur and its successful installation and commissioning is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier. **NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC.**
- 26. Guarantee / Warrantee Period:** The Tenderers must quote for **05 years** comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent **05 years** Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.
- 27. Uptime guarantee:**The firm should provide uptime guarantee of 95%
- 28. Downtime penalty Clause**
- During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory / other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.
  - The principals or their authorized service providers are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.
- 29. 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, 1996 and the rule framed there under and in force shall be applicable to such proceedings.
- 30. 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, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
- 31. 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, Jodhpur in that event the security deposit shall also stands forfeited.

**32. 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, Jodhpur shall have the power to terminate the contract without any prior notice.

**33. 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, either party may, at least option to terminate the contract.

**34.** Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

**35.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

**36.** Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

**37.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer

**38.** Conditional bid will be treated as unresponsive and it may be rejected.

**39. Demonstration:** - AIIMS Jodhpur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.

**40.** The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

**41. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

**Administrative Officer  
AIIMS, Jodhpur**

**Annexure-I**

S.No	Item	Technical Specification	Qty
01.	<b>Electro Thermal Bipolar Tissue Sealing System</b>	<ul style="list-style-type: none"> <li>• Vessel sealing system should be able to seal artery, veins along with tissue bundle up to and including 7mm in diameter.</li> <li>• Fused vessels should be malleable and able to withstand at least 3 times the systolic blood pressure.</li> <li>• It should incorporate optimal pressure and precise energy delivery to create a seal at the site of application.</li> <li>• The system should be able to seal vessels or tissue bundles faster than any conventional devices (preferably within 2-4 seconds).</li> <li>• The system should have a simple audio visual feedback for activation, sealing complete, seal cycle incomplete and hand instrument status.</li> <li>• The system must be future ready with capability of identifying the hand instruments with Radio Frequency Identification (RFID).</li> <li>• The system must have the feature of automatic software upgrades through RFID feature present in the hand instruments.</li> <li>• The system must be micro-processor controlled which should identify the tissue type with a feedback on real time basis, and adjust the power to get the desired surgical effect on the tissue.</li> <li>• It should feature a simple interface and should automatically detect hand instruments.</li> <li>• Hand instruments should automatically configure the generator.</li> <li>• Safety and diagnostic functionality should include automatic fail-safe functions.</li> <li>• The system should have USB connectivity for calibration, monitoring and retrieval of logs.</li> <li>• It should have the feature to support open and laparoscopic hand instruments for different procedures.</li> <li>• It should have a noted thermal spread lesser than 2 mm.</li> <li>• The system should have the feature of easier calibration and maintenance through a software interface.</li> <li>• The system should have a maximum power output of 270 W at 30 ohms load and open circuit peak voltage of 250 V.</li> <li>• Integrated seal with choice of manual cut should be available in 10 mm and 5 mm hand instruments.</li> <li>• The system should support 5 mm vessel sealing laparoscopic hand instrument with Blunt tip and / or Maryland jaw for dissection capabilities and lesser operating time with an assurance of sealing vessels up to and including 7mm in diameter.</li> <li>• The 5mm hand instruments should have lesser active cool down time to 60 degrees Celsius.</li> <li>• Both Footswitch and hand control mode should be available.</li> <li>• Should be US FDA or European CE approved.</li> <li>• Generator should be equipped with smart technology to measure the tissue impedance and control the power delivery</li> <li>• System should have the One Power Button</li> <li>• System should have System Error Indicator</li> <li>• System should have System status indicators such as Self test, ready for use, inservice mode, ready for sealing/seal cycle complete, sealing in process</li> <li>• Seal cycle incomplete alert,</li> <li>• System should have usage limit indicator</li> <li>• System should have instruments status or switch stuck indicator.</li> </ul>	01

		<p><b>The generator must meet the following requirements:</b></p> <ul style="list-style-type: none"> <li>• The weight of the machine should be around 5 Kg's, height around 4.5 inches, depth around 15 inches and width around 12 inches.</li> <li>• The RF generator should confirm to all safely standards including IEC 60601-1, IEC 60601-2-2:2006 Clause 44.3 and IEC 60601-2-2:2009 Clause 201.11.6.3, IEC 60601-1:1988 + A1:1991 + A2:1995 clause 49, IEC 60601-1:2005 clause 11.8, IEC 60601-2-2:2006 clause 51.101, and IEC 60601-2-2:2009 clause 201.11.8, IEC 60601-1-2and IEC 60601-2-2.</li> <li>• ESD Immunity (IEC 60601-1-2 Sub-Clause 36.202 and IEC 61000-4-2)</li> <li>• Radiated Immunity (IEC 60601-1-2 sub-clause 36.202.2 and IEC 61000-4-3)</li> <li>• Electrical Fast Transient/Burst (IEC 60601-1-2 sub-clause 36.202.3.1 and IEC 61000-4-4)</li> <li>• Surge Immunity (IEC 60601-1-2 sub-clause 36.202.3.2 and IEC 61000-4-5)</li> <li>• Emissions (IEC 60601-1-2 sub-clause 36.201.1, IEC 60601-2-2 sub-clause 36 and CISPR 11 Class A).</li> <li>• Harmonic distortion (IEC 60601-1-2 sub-clause 36.201.3.1 and IEC 61000-3-2)</li> <li>• Conducted disturbances (IEC 60601-1-2 sub-clause 36.202.6 and IEC 61000-4-6)</li> <li>• Power frequency magnetic fields (IEC 60601-1-2 sub-clause 36.202.8.1 and IEC 61000-4-8).</li> <li>• Voltage dips, short interruptions and variations (IEC 60601-1-2 sub-clause 36.202.7 and IEC 61000-4-11)</li> <li>• System should have instrument port</li> <li>• Generator Back Panel should have <ul style="list-style-type: none"> <li>○ Volume Knob</li> <li>○ Footswitch port</li> <li>○ Serial label</li> <li>○ Potential equalization conductor terminal</li> <li>○ AC Fuse</li> <li>○ AC mains receptacle</li> <li>○ ECG blanking connector</li> <li>○ USB port</li> <li>○ Vents</li> </ul> </li> <li>• <b>Accessories:</b> - Unit shall be supplied with Standard accessories <ul style="list-style-type: none"> <li>✓ Foot Switch</li> <li>✓ Open &amp; Laparoscopic Probes with specification as under-</li> <li>• Open &amp; laparoscopic 10mm and 5mm seal and cut instrument with hand switch activation capability.</li> <li>• Vessel sealing instrument for open surgeries with instrument length between 18-19cm and electrode length between 16-17cm, having 28 degree curved jaw with contoured tip for blunt dissection and having activation both through hand activation and foot activation with a manually controlled cutting mechanism.</li> <li>• 36mm jaw length, 180 degree rotatable instrument with curved blade for large volume tissue. Should have the manual cutting mechanism.</li> <li>• Vessel sealing instrument for open surgeries with length between 16-18cm, 180 degree shaft rotations, with 12-14 degree jaw curve.</li> <li>• 5mm multifunctional laparoscopic device for tissue fusion and dissection.</li> </ul> </li> </ul>	
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**Annexure-II****TECHNICAL BID**

Name of Firm/Contractor/Supplier	
Complete Address & Telephone No.	
Name of Proprietor/Partner/Managing Director/Director.	
Phone No:-  Mobile No:-  Email Id:-	
Name and address of service centre nearby Jodhpur.	
Whether the firm is a registered firm Yes/No (attached copy of certificate).	
PAN No. (enclose the attested copy of PAN Card).	
GST IN (enclose the attested copy of GST Registration Certificate).	
Whether the firm has enclosed the Bank Draft/Pay Order/Banker's cheque of Earnest Money Deposit.	
Whether the Firm/Agency has signed each and every page of Tender/NIT.	
Please provide full list of consumables.	
Any other information, if necessary.	

Authorized signatory of the bidder with seal.

**Annexure-III****Calculation of Local Content**

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)		
Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c=(a/b)*100$
I. ....			
II. ....			
III. Total Cost (Excluding tax and duties)			

1. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.
  - a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and have not been imported directly or through a domestic trader or an intermediary.
  - b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which: credit/ set-off can be taken) minus warranty costs.
  - c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.
  
2. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.
  - a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).
  - b. Ex-Factory Price of product minus profit after tax, minus warranty costs.
  - c. Market price minus pent-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase on Rs. 100/- Stamp Paper.

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_ Resident of \_\_\_\_\_ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Medical devices for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the medical device.
- xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xiii. List and cost of inputs which are imported, directly or indirectly.

**For and on behalf of**

**(Name of firm/entity)**  
Authorized signatory

**Annexure-IV**

**MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM**

To

The Administrative Officer,  
All India Institute of Medical Sciences, Jodhpur

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.

**Annexure-V**  
**Financial Bid**

**A) FINANCIAL BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES**

1	2	3	4	6						
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Ex - factory/ Ex-warehouse /Ex-showroom /Off-the shelf (a)	Packing and Forwarding charges (b)	Inland Transportation, Insurance, loading/unloading and Incidental costs at AIIMS-Jodhpur (c)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at AIIMS-Jodhpur (d)	GST RATE [%age & value] (e)	Unit Price (at AIIMS-Jodhpur) basis (f)= (a+b+c+d+e)	Total Price (at AIIMS-Jodhpur) basis (Rs.) = {4 x 5(f)}

Total Tender price in Rupees: \_\_\_\_\_

In words: \_\_\_\_\_

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately.
3. The Bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Place:  
Date:

Name:  
Business Address:  
Signature of Bidder:  
Seal of the Bidder:



**Financial Bid****B) FINANCIAL BID FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5				6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit				Total price on Destination + Insurance (local transportation and storage)  = {4X 5 (d)}
				FOB price at port/ airport of Lading  (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs**  (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at AIIMS-Jodhpur **  (c)	Unit Price on DDP AIIMS-Jodhpur + Extended Insurance (local transportation and storage)  (d) = a+b+c	

\*\* To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: \_\_\_\_\_

In words: \_\_\_\_\_

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted.
3. The Bidder will be fully responsible for the safe arrival of the goods AIIMS-Jodhpur in good condition as per terms of DDP as per INCOTERMS, if applicable.

Indian Agent:

Indian Agency Commission - \_\_\_\_% of FOB

Place:

Date:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

## Financial Bid

### C) FINANCIAL BID FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD:

1. S.No.	2. DESCRIPTION OF GOODS	3. QUANTITY. (Nos.)	4. Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5. Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

\* After completion of Warranty period.

GST: Whether extra or inclusive, if extra, indicates the rate\_\_\_\_\_.

**NOTE:-**

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

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: