

Extension of Tender

For

Equipments required for Department of Obstetrics &
Gynecology

At

All India Institute of Medical Sciences, Jodhpur

Original NIT Issue Date : 21th July, 2016
Original NIT No. : Admn/Tender/OBG/2016-AIIMS.JDH
Extended Last Date of Submission : 13th February, 2017 at 03:00 PM.

Note:

The bidders who have already submitted their bids for the said NIT need not apply again.



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur, Rajasthan-342005.

Telephone: 0291- 2012978, email: aoadmin@aiimsjodhpur.edu.in

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Supply, Installation and Commissioning of Equipment required in Obstetrics & Gynecology Department

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders for supply & installation of the following items for the Department of Obstetrics & Gynecology at the institute. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Chapter-I

S.N	NIT No.	Name of Equipment	Qty.	EMD in Rupees
1. IUI Lab Set up				
a	Admn/Tender/OBG/01/2016-AIIMS.JDH	a. Trinocular Medical Microscope	1	5,000
b	Admn/Tender/OBG/02/2016-AIIMS.JDH	b. Centrifuge Machine	1	3,700
2. Operative Laparoscopic Set				
c	Admn/Tender/OBG/06/2016-AIIMS.JDH	c. Ultrasonic Cutting Device & Vessel Sealing System	1	40,000
3.	Admn/Tender/OBG/07/2016-AIIMS.JDH	Compact Office Hysteroscopy Set	1	20,000

Quotation should be sealed and super-scribed with tender number and address to:

“Administrative Officer
All India Institute of Medical Sciences, Jodhpur
Basni, Phase-II
Jodhpur-342005, Rajasthan”.

The sealed quotations should reach the Institute, latest by **13th February, 2017 at 03:00 PM** and it will be opened on same day at **03:30 PM** in the Conference Hall, Academic Block, AIIMS Jodhpur in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

Terms & Conditions:

- 1. Preparation and Submission of Tender:** The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers “**Technical Bid for Tender for Supply of (Item Name)**” and “**Financial Bid for Tender for Supply of (Item Name)**”. Both Sealed Envelopes (separate for each NIT) should be kept in a main/ bigger envelope super-scribed as “**Tender for Supply of (Item Name)**”.
- 2. Earnest Money Deposit: Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount as per Chapter-I by way of demand drafts or Bank Guarantee only. The demand drafts shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**”. The demand drafts or Bank Guarantee for earnest money deposit must be enclosed in the envelope containing the technical bid. 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. Bid(s) received without demand drafts of EMD will be rejected.
The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with).
- 3. Tender Fee:** Tender fee will be Non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) **for Each Item** by way of demand drafts only. The demand drafts shall be drawn in favour of “**All**

India Institute of Medical Sciences, Jodhpur". Bids received without demand draft of tender will be rejected.

4. **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.
5. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. if any in writing to AIIMS, Jodhpur, within 48 hours from the issue of this tender.
6. 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.

7. Delivery and Installation:

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within **30 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 **60 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.

4. **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. One 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.
5. **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" drawn on any Nationalized Bank/Scheduled Bank and payable

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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).

- 8. 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.
- 9. Accessories & Consumables:** The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.
- 10. 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.
- 11. 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.
 - 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.
 - 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.
 - 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.
- 12. Documents:**
- All pages of the Tender should be numbered and indexed.
 - 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.
 - The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.
- 13. 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- III**.
- 14.** The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/ Private).
- 15.** The successfully 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.
- 16. 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.

17. 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.

18. 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 sales tax, CST/ VAT, CENVAT, Custom Duty, Excise 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 sales tax or other taxes and any duties including excise duty, 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 excise duty, sales tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax 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 duties and taxes and no claim for the same will be entertained later.

Excise Duty:

- a. If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty 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 excise duty will be entertained after the opening of tenders.
- b. If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c. Subject to sub clauses (i) & (ii) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty 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.

Sales Tax: - If a bidder asks for sales tax/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

Octroi Duty and Local Duties & Taxes:- Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Jodhpur are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Jodhpur. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Jodhpur to enable the AIIMS, Jodhpur reimburse the supplier and take other necessary action in the matter.

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.

19. 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.

20. 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.

21. 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**'.

22. Payment Terms: Payment for goods supplied from India:

- a. 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.

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. Manufacture'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.

23. 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.**

24. Guarantee / Warrantee Period:

24.1 For the equipment value upto Rs. 5 Lakh: The Tenderers must quote for **02 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 **03 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.

24.2 For the equipment value above Rs. 5 Lakh: 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.

25. Uptime guarantee: The firm should provide uptime guarantee of 95%

26. Downtime penalty Clause

- a. 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.
- b. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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

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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.

32. 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.
33. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
34. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
35. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer
36. Conditional bid will be treated as unresponsive and it may be rejected.
37. **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.
38. 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).
39. **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.
1.	IUI Equipments:		
a	Trinocular Research Microscope	a) High quality research microscope b) Mechanical Tube Length 160 mm. c) Negative phase contrast condenser d) objectives 10X, 20X, 40X & 100X, with anti fungal treatment. e) 45 ⁰ inclined with 360 ⁰ Rotatable Trinocular head. f) Camera port ready.(can be connected with a PC / monitor) g) Camera should be of high resolution CCD camera h) Co- axial built in Mechanical stage 125 x 150 mm with fine vernier graduation, designed with convenient coaxial adjustment on ball bearing guide ways for smooth slide manipulation through 50 x 70 mm. i) Dust proof Quadruple ball bearing revolving nose piece with positive click stops. Co-axial course & fine focusing adjustment knobs. Fine motion graduated to .002mm. Sub stage abbe type N.A. 1.25 condenser focusable with rack & pinion, continuously variable iris diaphragm with built in swing out filter holder. Heavy rectangular sturdy base, with built in illumination 6V – 20W halogen lamp/LED. With dust proof cover packed in Styrofoam packing. j) TFT monitor : should be of 17” monitor k) Should be USFDA or European CE approved product.	1
b	Centrifuge Machine	a) Maximum speed of 4000 rpm or more b) It has swing out head with 8X15 ml tubes with digital c) speedometer and timer d) Should be USFDA or European CE approved product.	1
2	Operative Laparoscopic Set		
c	Ultrasonic Cutting Device & Vessel Sealing System	<ul style="list-style-type: none"> • Technical Specification of Generator for Ultrasonic Cutting and Coagulation and advanced RF Energy device for Open and Laparoscopic Surgery • System should have a universal connector to connect Ultrasonic energy and Advanced RF energy instruments. • System should have automatic instrument recognition. • System should be European CE or US FDA approved. • System should have a touch screen display for fast and setup, operation and onscreen diagnostics. • System should have a high-resolution display with wide viewing angles. • System should have the ability for software updates via USB/ memory stick/LAN/ HDMI Ports • System should be a generator that provides Ultrasonic energy and Advanced RF energy technology for soft tissue dessication and seal vessel upto 7 mm • System should have a potential equalization terminal for compatibility with other medical systems requiring such connections • System should conform to the following international standards EN (IEC) 60601-1, EN(IEC) 60601-1-2, EN (IEC) 60601-2-2, EN (IEC) 60601-1-8 • System should provide Class 1 protection against electric shock • System should have a single footswitch for operating ultrasonic 	1

		<p>energy or advanced RF energy instruments</p> <ul style="list-style-type: none"> • System should have the ability to select hand switch or footswitch activation or both for Ultrasonic and advanced RF energy instruments and the ability to change selection during use • System should have English language as default • System should not have minimal lateral thermal spread more than 1 mm. • System should not have an auto switch off mechanism. • System should have standby mode to ensure safety. • System should come equipped with system diagnostics and troubleshooting guide to pin point any problems in the systems. • System should have onscreen warning display system for generator overheating, generator software upgrade, hand piece errors and instrument errors • System should be able to power ultrasonic energy instruments with 45 – 57 KHz frequency. • The hand piece for the system should come with an inbuilt transducer. • System should be compatible for open surgery and for laparoscopic surgery. • System should have various power settings levels with power level display for ultrasonic energy instruments. • System should be able to power energy instruments with microprocessor controlled bipolar electrosurgical radiofrequency technology with a quasi-sinusoidal forced impedance output. • System should be equipped with smart advanced RF energy technology to measure the tissue impedance and control the power delivery. • System should be equipped to simultaneously seal and transect vessels up to and including 5mm, large tissue pedicles and vascular bundles. • System should be equipped with advanced RF energy technology that provides temperature controlled energy delivery. • System should have Advanced RF Energy hand instruments with a unique electrode configuration to minimize the lateral thermal spread. • System should have Advanced RF Energy hand instruments with technology to deliver high compression uniformly across seal area. • System should have Advanced RF Energy hand instruments that provide tissue /vessel seal strength to withstand bursting pressure of minimum 5 times the systolic pressure. • All hand probes for open and lap procedures should be able to simultaneously cut and coagulate tissues. • System should be able to power advanced RF energy hand instruments of 5mm shaft diameter for both open & laparoscopic procedures with round tip (5mm tip width) in the following shaft lengths (13 mm – 48 mm) and should be both hand & foot activated. • Systems should be able to power ultrasonic energy hand instruments of 5mm shaft diameter for both open & laparoscopic procedures with the following specifications • System should be USFDA and European CE approved. • Open Surgery Instruments: <ol style="list-style-type: none"> 2. 17cm – 20 cm long shaft, curved/ straight tip for precise dissection, seals 5 mm vessels or more, triggers support multiple 	
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		<p>hand positions.</p> <ul style="list-style-type: none"> • 4. Curved Blade having telescoping shaft (10cm-14cm) with integrated hand activation control buttons. • 6. 18cm shaft hand activated straight coagulating shears capable of sealing blood vessel upto 5mm. • Laparoscopic Surgery Instruments: <ul style="list-style-type: none"> 1. 5mm Lap Hand or Foot Activated Curved/ straight Coagulating instruments capable of sealing blood vessels upto 5mm in diameter, 35- 36 shaft length, ergonomic handle. • System should comprise of the following • Hardware: <ul style="list-style-type: none"> • 1 Generator • 2 Footswitch & Cable • Accessories: <ul style="list-style-type: none"> • 1 Handpiece (Transducer) • 2 Handpiece • 3 Generator Cart 	
3	COMPACT OFFICE HYSTEROSCOPY SET		
	a	<p>OFFICE HYSTEROSCOPE TELESCOPE WITH INTEGRATED INFLOW CHANNEL:</p> <p>The Integrated Examination Hysteroscope should be a having 25-30° telescope with lens size 2.9-3.0 mm , Size with inbuilt irrigation channel , length between 22- 26 cm, with irrigation adaptor, autoclavable, fiber optic light transmission incorporated. The telescope should have inbuilt inflow channel and does not require any assembling in its single flow version.</p>	1
	b	<p>DIAGNOSTIC OFFICE HYSTEROSCOPE SHEATH:</p> <p>Hysteroscope sheath for diagnostic continuous irrigation should be of size 3.6-3.8mm, length 18-20 cm, with suction adaptor, for use with 2.9-3.0mm hysteroscope telescope with integrated inflow channel and the sheath should be usable in active and passive positions.</p>	1
	c	<p>CONTROLLED IRRIGATION UNIT FOR HYSTEROSCOPY IRRIGATION:</p> <p>CONTROLLED IRRIGATION UNIT FOR OPERATING HYSTEROSCOPE TO MAINTAIN INTRAUTERINE CAVITY PRESSURE AS DESIRABLE BY SURGEON. PRESSURE OF IRRIGATION TO BE MAINTAINED BETWEEN: (PRESSURE 0-200mmHg). FLOW TO BE MAINTAINED BETWEEN: (& Flow between 0-500ml/L.)</p> <p>AUTOMATIC DOME DETECTION FACILITY.</p> <p>Should be supplied along with following accessories:</p> <p>HYSTEROSCOPE reusable Tubing Set, 2 Nos.</p> <p>Reusable Pressure dome 2 Nos.</p> <p>Suction bottle 5.0L 2 Nos.</p> <p>Suction bottle cap with stand</p> <p>Suction tubing set reusable 2 Nos.</p>	1
	d	<p>COMPACT COMBINED UNIT FOR CAMERA, LIGHT SOURCE , MONITOR AND USB RECORDING</p> <p>COMPACT ENDOVISION CAMERA SYSTEM</p> <p>The Camera system should be compact and portable suitable for a variety of endoscopic applications from physician's offices to operating room.</p> <p>The all-in-one unit should consist of everything needed for Endoscopic imaging, Video recording, and viewing of saved Videos, the monitor, camera, and light source. It should have camera head with optical zoom facility with universal Telescope coupler. It should have horizontal resolution of more than 450 Lines.</p>	1

		<p>Should have two to six USB ports and SD Card slot for documentation purpose.</p> <p>DISPLAY: should be Crystal clear</p> <ul style="list-style-type: none"> - Minimum 15" LCD display - Image rotation - DVI video output for brilliant transmission quality <p>Easy and reliable control - Should have keyboard with hot keys for rapid and direct manipulation - Arrow buttons for intuitive control.</p> <p>Natural illumination - Metal halide Hi-Lux 50 Watt/ 150 Watt LED high-performance light source - Color temperature similar to daylight - Should have Long lamp life</p>	
	e	<p>VIDEO MOBILE TROLLEY SUITABLE FOR OFFICE HYSTEROSCOPE EQUIPMENT.</p> <p>Video trolley to be supplied for mounting equipments having minimum four shelf in addition to with one drawer, with antistatic wheel casters, front lockable, high grade of electrical insulation and earth protection. 5 Ampere socket, 10Nos, inbuilt with trolley to connect all electronic devices. IV stand should be provided. Potential equalization connection to be provided at least 10 points. Powder coated good quality rust free and should be able to take load minimum up to 70 Kg. Should be medical grade.</p>	1
	f	<p>ADVANCE AUDIO VIDEO RECORDING AND DATA DOCUMENTATION</p> <p>The Full High-Definition Documentation System (certified to be used in OT) designed specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition, images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes CD-DVD, USB Flash Drive (2.0 & 3.0) & Hospital network through FTP.</p> <p>System should have 2 DVI inputs for dual video recording.</p> <p>The hardware of computer system should be latest technology. It should have built in touch screen.</p> <p>ALL ITEM SHOULD BE EUROPEAN CE or USFDA CERTIFIED PRODUCT. 4</p>	1

SPECIFICATIONS:

1. The Instruments quoted should be of high quality and standard.
2. The Instruments should have European CE or USFDA certification.
3. Copy of the European CE certificate or USFDA certificate should be enclosed.
4. The Instruments must be ISO certified ISO 7153 and copy should be enclosed.
5. The Instruments should preferably have a certificate of Primary Passivation Process.

Administrative Officer
AIIMS, Jodhpur

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).	
Service Tax No. (enclose the attested copy of Service Tax Certificate).	
VAT No. (enclose the attested copy of VAT 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

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

Supply, Installation and Commissioning of Equipment required in Obstetrics & Gynecology Department

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 (Rs.)				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 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

* After completion of Warranty period.

Service Tax: 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: