



# All India Institute of Medical Sciences Jodhpur

Date: - 25/09/2013

## CORRIGENDUM

### Tender

### For

### Pediatric Surgery

NIT Issue Date : September 02, 2013.  
Pre Bid Meeting held on : September 12, 2013 at 02:00 PM  
Initial Date of Submission : September 26, 2013 at 03:00 PM  
**Revised Last date of Submission : October 10, 2013 at 03:00 PM**

## ANNEXURE 'A'

### List of Required Items:

S.No	NIT No.	Item Description	EMD (Rs)	Delivery Period (in Days)
1.	Admin/General/139/2013-AIIMS.JDH	Pediatric Thermal blanket	4,000	60
2.	Admin/General/140/2013-AIIMS.JDH	Pediatric Laparoscopy Set	40,000	60
3.	Admin/General/141/2013-AIIMS.JDH	Pediatric Surgery Rigid Bronchoscopy Set	30,000	60
4.	Admin/General/142/2013-AIIMS.JDH	Pediatric Cystoscope/Urethroscope	30,000	60
5.	Admin/General/143/2013-AIIMS.JDH	Standard OT Instruments	20,000	60
6.	Admin/General/144/2013-AIIMS.JDH	Head Loupe	2,000	60

**The following revised and additional terms & conditions will be added:-**

### **1. Terms & Conditions:**

**a) Delivery and Installation:**

i) For goods supplied from India:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within the delivery period mentioned in Annexure 'A' from the date of issue of purchase order.

ii) For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Jodhpur within the delivery period mentioned in Annexure 'A' 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 2% 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 delivery of the goods and performance of services, the supplier shall promptly inform the AIIMS, Jodhpur in writing about the same and its likely duration and make a request to 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.

**b) Incidental Services:**

The supplier shall be required to perform the following services:-

- i) Installation & Commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) On Site training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment to the satisfaction of the user department.
- iv) Supplying required number of operation & maintenance manual for the goods.
- v) To provide non-locked open software and standard interface inter-operability conditions for networked equipments in hospital management information system, wherever applicable.

**c) Accessories & Consumables:**

The separate price list of all accessories and consumables, if any, must be attached/ enclosed along with the Financial Bid.

**d) 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.

**e) Inspection:**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

**f) Documents:**

- (i) All pages of the Tender should be numbered and indexed.
- (ii) 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.
- (iii) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

**g) 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 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.

**h) Tender Currencies:**

- (i) 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.
- (ii) 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.
- (iii) Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

**i) Tender Prices:**

**In place of Financial Bid performa given earlier in Annexure D of NIT, the performa given in Annexure of Corrigendum should be used.**

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:**

(i) 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;

(ii) 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;

(iii) 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;

(iv) the price of Incidental Services, as mentioned in List of Requirements and Financial Bid;

(v) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

(vi) 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:**

(i) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;

(ii) the price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;

(iii) the price of goods quoted for delivery at AIIMS, Jodhpur as indicated in the List of Requirements, Financial Bid and Consignee List;

(iv) wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;

(v) 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;

(vi) the charges for Incidental Services, as in the List of Requirements and Financial Bid;

(vii) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

(viii) 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:

(i) 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.

(ii) 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.

(iii) 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.

(i) For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.

(ii) For insurance of goods to be supplied, relevant instructions as provided shall be followed.

(iii) 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.

(iv) 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.

#### **j) 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:

(i) The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.

(ii) The details of the services to be rendered by the agent for the subject requirement.

(iii) Details of Service outlets in India, nearest to the AIIMS, Jodhpur to render services during Warranty and CMC period.

#### **k) Firm Price**

(i) 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.

(ii) However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

#### **l) 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'.

#### **m) Payment Terms:**

##### Payment for goods supplied from India:

(i) 90% 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) Balance 10% of the order value shall be released after the submission of the performance security.

##### 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;
- (iv) Certificate of country of origin;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report.

b) On Acceptance:

15 % payment would be made after satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Jodhpur.

c) Balance 10% will be paid on submission of Performance Bank Guarantee issued by any Nationalised Bank/ Scheduled Bank.

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

**n) 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.

**o) Page No.3, Point No.08:**

For:

Performance Security: The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 30 day beyond completion of all the contractual obligation,

Including CMC period.

Read as :

Performance Security: The supplier shall require to submit the performance security in the form of irrevocable Bank Guarantee (BG) / or Fixed Deposit Receipt (FDR) issued by any Scheduled/ Nationalised Bank for an amount of which is equal to the 10% of the order value and should be kept valid for a period of 30 day beyond completion of all the contractual obligation, Including CMC period.

## Annexure-D

### 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 till AIIMS-Jodhpur  (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the 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:

## 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 the 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.

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.

Place:

Name:

Date:

Business Address:

Signature of Bidder:

Seal of the Bidder:

## Annexure B

### Specifications

Location	Read	Instead of (For)	Add
Terms and Condition Serial No. 4 Delivery and Installation	The items shall be delivered within 60 days of date of issue of supply order	The items shall be delivered within 30 days of date of issue of supply order	-
Specifications Annexure B Serial No. 2 Pediatric Laparoscopy Set - Items No. 1,2,and 4			Delete items
Specifications Annexure B Serial No. 2 Pediatric Laparoscopy Set - Item No. 5 Part c	Length – 30 cms	Length – 24 mm	
Specifications Annexure B Serial No. 2 Pediatric Laparoscopy Set - Item No. 6 Part c	Length - 30 cms	Length - 24 mm	
Specifications Annexure B Serial No. 2 Pediatric Laparoscopy Set - After Item No. 42			43. All Instruments should be US FDA and European CE certified
Specifications Annexure B Serial No. 3 Pediatric Surgery Rigid Bronchoscopy - After Item No. 18			19. All Instruments should be US FDA or European CE certified
Specifications Annexure B serial No. 4 - Pediatric Cystoscope/urethroscope - Item No. 15	Cutting Loop - 5	Cutting Loop	
Specifications Annexure B serial No. 4 - Pediatric Cystoscope/urethroscope - Item No. 22	Cutting Loop - 5	Cutting Loop	
Specifications Annexure B serial No. 4 - Pediatric	Coagulating Electrode - 3	Coagulating Electrode	

Cystoscope/urethroscope - Item No. 23			
Specifications Annexure B serial No. 4 - Pediatric Cystoscope/urethroscope - Item No. 23	24. Monopolar High Frequency Cord	Monopolar High Frequency Cord	
Specifications Annexure B serial No. 4 - Pediatric Cystoscope/urethroscope - After Item No. 23 At the end of list			25. All Instruments should be US FDA or European CE certified
Specifications Annexure B Serial No. 5 - Standard OT Instruments - Item No. 39	Shunt Tunneler: Length – 35 cms	Shunt Tunneler	
Specifications Annexure B Serial No. 5 – Standard OT Instruments – Item No. 40			Delete Item
Specifications Annexure B Serial No. 5 - Standard OT Instruments - After Item No. 40			40. All Instruments should be US FDA or European CE Certified
Specifications Annexure B Serial No. 5 - Standard OT Instruments - After Item No. 40			41. The firm should preferably have a certificate of passivation process of instruments

**Administrative Officer  
AIIMS, Jodhpur**