

**JAI PRAKASH NARAIN APEX TRAUMA CENTER
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RAJ NAGAR : NEW DELHI : 110 029
(SCHEDULE-'A')**

S.NO. OF TENDER : _____
FILE NO. : **TC-518-GT/Surg/08-09/FSC**
Name of the party in whose Favour the Tender form has been issued : _____

**The Chief, JPNA Trauma Center
All India Institute of Medical
Sciences , Raj Nagar.N.Delhi-29**

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for the_____
2. I/WE now enclosing herewith the Bank Guarantee/D.D. No..... dated..... for Rs.1,40,000/- drawn in favour of the "AIIMS JPNA Trauma Center A/C" towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNO-COMMERCIAL BID SHALL BE SUMMARILY REJECTED).
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the JPNATC AIIMS, in this connection including delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
6. Tenders are duly signed (No thumb impression should be affixed).
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the JPNATC AIIMS New Delhi-29.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES/LEVIES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES/LEVIES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature of Tender(s) full Address

WITNESS _____
WITNESS _____
WITNESS _____
WITNESS _____

GLOBAL TENDER

FOR

OPERATING MICROSCOPE FOR
RECONSTRUCTIVE SURGERY



JAI PRAKASH NARAIN APEX TRAUMA CENTRE
ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
RAJ NAGAR, NEW DELHI -110 029, INDIA.

IMPORTANT DATES REGARDING TENDER .

1. The Last date for the Sale of Tender Document : On or before 21.05.2008 upto 4.30 p.m.
2. Submission of Sealed bids : On or before 28.05.2008 upto 12.30 p.m.
3. Opening of Techno-commercial bids : On 30.05.2008 at 10.30 a.m.

Contact Address: Stores Officer (TC)
Room No. 301, 3rd Floor,
Jai Prakash Narayan Apex Trauma Centre
All India Institute of Medical Sciences,
Raj Nagar, New Delhi -29.
Tel: 91-11-26106803 (Direct)
91 11- 26109000, 26188000 (Extn. : 1159 & 1176)
Fax: 91-11-26106803

CHECK LIST FOR TERMS AND CONDITIONS

Check list for Terms and Conditions (To be filled by the bidder and submitted alongwith the technical bid)

1. Certificate for being in business for more than 2 years _____
2. Certificate for sole ownership/partnership _____
3. Statement of financial standing from bankers _____
4. Performance report/List of organization supplied with the same equipment _____

5. Rates quoted included all taxes/Rate is a CIF _____
6. Rates quoted as per tenders specifications _____
7. Authority letter from manufacture/principal enclosed _____
8. Affidavited that the firm has not been black listed in the past by any hospital _____

9. Affidavited that the firm has no vigilance case/CBI case pending against him/supplier

10. Affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause) _____

11. Quotation being submitted directly by the manufacturer or authorized distributor

12. Quality assurance certificate like ISI, ISO-9002, IP/BP or any other, please specify

13. Statement of turnover/annual report for each of the last three years attached

14. Bid Security amount enclosed deposited _____
15. Literature of original catalogue of the product attached for reference

16. Guarantee/Warranty period for _____
17. CMC quoted for _____ years.

**(NAME OF THE BIDDER)
WITH SIGNATURE & SEAL**

JAI PRAKASH NARAIN APEX TRAUMA CENTER

RAJ NAGAR : NEW DELHI : 110 029

STORES SECTION

F. No. TC-518-GT/SURG/08-09/FSC

Name of the Item: PURCHASE OF Operating microscope for Reconstructive Surgery

Specification for Operating Microscope for Reconstructive Surgery

- 1) Variation of working distance 200-400 mm
- 2) Automatic reset for zoom and focus
- 3) Two independent zoom and focusing system
- 4) Identical two foot switch system for two surgeons
- 5) Binocular 0-180 degree for both surgeons
- 6) Motorized X-Y movement
- 7) Should have achromatic objectives: (200-400 mm)
- 8) Should have direct Fibreoptic illumination halogen bulb with backup
- 9) Microscope should be portable floor stand type
- 10) Second surgeon should be (on opposite site) & his scope should be mounted on a movable ring independent of surgeon.
- 11) Two independent motorized 1:5 zoom systems with adjustable speed
- 12) Should be able to attach CCD camera and c-mount. 300 m video adapter with separate fine focusing
- 13) Co-observer extended scope / mono / bio.
- 14) Beam splitter 50/70.

INVITATION TO BID

1. Instruction to Bidders

- 1.1 Bids are invited, for and on behalf of Chief, JPNATC, AIIMS, from established, reputed and experienced manufacturers or their authorized representatives for the **Operating Microscope for Reconstructive Surgery** as per the enclosed Technical Specifications (Annexure-I).
- 1.2 Bidders are invited to study the tender document and terms & conditions carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 The scope of work shall include Supply, Installation, Commissioning, & Satisfactory Demonstration. This will also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment / items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.
- 1.4 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the System. No request for the change of price, or time, schedule of delivery of stores shall be entertained after the purchaser on account of any local condition or factor accepts the offer.
- 1.5 The bidders are required to have a survey including a site visit before furnishing the quotations. They have to apply for permission in this regard to the Chief, JPNATC, AIIMS. The Chief, JPNATC, AIIMS, will give such permission in writing, but the expenses, in connection with the visit and surveys, shall be borne by the bidders themselves.

2. Schedule of Tender

- 2.1 The non-transferable Tender Document will be sold on payment of tender fee of Rs.2000/- (Rupees Two Thousand only - non-refundable) through demand draft/pay order payable at New Delhi drawn in favour of the "**AIIMS JPNA Trauma Centre A/c**", New Delhi.
- 2.2 The non-transferable tender document can be obtained from the Office of Stores Officer (TC), Basement/Ground Floor Stores Section, JPNATC AIIMS, Raj Nagar, New Delhi as the case may be on or before 21.05.2008 working days viz. Monday to Friday from 14.00 to 16.30 hrs. and Saturday from 11.00 to 12.30 hrs.
- 2.3 The sealed bids will be accepted upto 28.05.2008 till 12.30 p.m. in the office of the Stores Officer(TC), AIIMS.
- 2.4 The Techno-Commercial Bids will be opened 30.05.2008 at 10.30 a.m. in the office of the Stores Officer(TC), JPNATC, AIIMS. The bidders or their authorized representatives may be present if they so desire.
- 2.5 After evaluation of the Techno-Commercial Bids and the technical presentation, the short listed bidders will be intimated later.
- 2.6 The Commercial bids of the short listed bidders will be opened at the Office of the Stores Officer(TC), JPNATC, AIIMS, Raj Nagar, New Delhi as the case may be in the presence of their authorized representatives, if any. (The date of opening of commercial bids will be communicated to the technically successful bidders).
- 2.7 All the correspondences shall be addressed to the Stores Officer(TC), JPNATC, AIIMS, Raj Nagar, New Delhi-110029, India.

3. On site functional assessment of the similar installation and equipment of the short listed Bidders will be undertaken, if necessary, by the Committee duly constituted by the AIIMS.

4. Purchaser's Right to Vary Quantities at the time of Award

The Purchaser reserves the right to vary the quantities and/or services and/ or split the order among the selected Bidders.

5. Purchaser's Right to accept any Bid and to reject any or all bids

The Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time, without assigning any reason. Prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

6. Bidder Qualification

The "Bidder" as used in the tender documents shall mean one who has signed the Bid Form. The Bidder may be either the manufacturer of the equipment/ material for which prices are quoted on the Price Schedule or his duly authorized representative, in which case he shall submit a certificate of authority as per Annexure- D All certificates and documents received hereby, shall, as far as possible, be furnished by the manufacturer/ representative of the firm.

7. Bid Security/Earnest Money

7.1 Bid Security amount should be enclosed alongwith the Techno-Commercial Bid for an amount of Rs.1,40,000/- in the form of Bank Guarantee from any Indian Scheduled Bank valid for one year from the date of opening the tender or by way of Demand Draft drawn in favor of "**AIIMS JPNA Trauma Centre A/c**", New Delhi, failing which the tenders will be out rightly rejected. Bid Security/EMD, if already deposited against other tenders, shall not be adjusted against this tender.

7.2 The "Bid Security/Earnest Money ", in case of unsuccessful Bidders, shall be retained by the Purchaser, upto a maximum period of One year from the date of opening of the Bids or till the finalization of the tender, whichever is later. The Bid security shall be refunded to the unsuccessful tenderers on written request alongwith Original Cash Deposit Receipt issued by the institute. No interest will be payable by the Purchaser on the Bid Security/EMD.

7.3 The Bid Security/Earnest Money shall be forfeited :

- a) If a Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid; or
- b) In the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance with Clause 17; or
 - ii) to furnish Performance Guarantee in accordance with Clause 11.3 or
 - iii) if, at any stage, any of the information/declaration is found false

7.4 Bid security/Earnest Money in respect of the finally selected Bidder(s) will be discharged upon the Bidder(s) executing the Contract, and furnishing the Performance Guarantee, pursuant to Clause-11.3.

8. Period of Validity of Bids

Bids shall remain valid for One year from the date of bid opening prescribed by the Purchaser. The Purchaser as non-response may reject a bid valid for a shorter period.

9. THE FORWARDING LETTER/UNDERTAKING (SCHEDULE'A') ALONGWITH CHECKLIST FOR TERMS & CONDITIONS DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONGWITH QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.

10. Terms and Conditions of Tendering Firms

10.1 Printed terms and conditions of the Bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any Bidder, he should clearly specify deviation in his Bid.

11. Bid Requirements

11.1 The Bidder must quote for the equipment with all items and quantities as listed under the Schedule for Requirements.

11.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total unit price as declared in the Price Schedule the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected.

11.3 The finally selected Bidder(s) will be required to furnish Contract Performance Bank Guarantee for 10% of the Contract Price, on award of Contract as per the prescribed Proforma, from any Scheduled Indian Bank

(As per the list enclosed), which shall be valid till warranty period. Failure to furnish performance B/G, in time, would entail forfeiture of EMD.

- 11.4 The Bid Documents are not transferable and the cost of the documents is not refundable under any circumstances.
- 11.5 Bids from Bidders who have not purchased the Bid document or Bids not accompanied by Bid Security or Bids from representatives without letter of Authority from the manufacturers will be summarily rejected.
- 11.6 Telex/Fax bids and incomplete bids will be summarily rejected.
- 11.7 Bidders should enclose, alongwith the Techno-Commercial Bid of their offers, the full details including proposed configuration of offers with full documentation, descriptive literature/leaflets supplementing the description and point out any special feature of their system. All documentation is required to be in English.
- 11.8 The bid shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 11.9 All pages of the Bid being submitted must be signed and sequentially numbered by the Bidder.
- 11.10 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

12. Bid Prices

- 12.1 IN CASE OF IMPORT, THE TENDERERS ARE REQUIRED TO QUOTE FOB & CIF VALUE SEPARATELY DULY MENTIONING THE BREAKUP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO FAILING WHICH THEIR TENDER WILL BE SUMMERLY REJECTED.
- 12.2 The bidder shall indicate on the Price Schedule attached to these documents the Unit Prices and the total Unit Prices of the goods it proposes to supply under the Contract in the following manner :
 - i) Unit FOB & CIF price separately for each item (excluding customs duty) giving breakup of freight & Insurance charges.
 - ii) Customs duty on per unit CIF price
 - iii) Local levies, if any, on per unit price
 - iv) Other incidental charges, if any, on per unit price
 - v) Unit price, for destination
 - vi) Total unit price, for destination. Excise duties, sales tax if included should be explicitly specified.
- 12.3 It should be noted that payment by the Purchaser towards customs duty and local levies, if any would be made on actual. The purchaser would provide appropriate forms applicable to purchases made on behalf of Govt. of India.
- 12.4 The prices quoted by the Bidder and accepted by the sub-committee duly constituted by JPNATC, AIIMS shall hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in market rates.
- 12.5 Payments made consequent to any notified change in custom duties, excise duties and sales tax (both increase and decrease) shall be to the Purchaser's account. For such claims of variation, the Bidder shall produce the Government notification as documentary evidence. Price variation due to any other cause shall be on Bidder's account.
- 12.6 The finally selected Bidder will have to apply to the proper Government Authority for grant of requisite Licence /foreign exchange for such items as required and the purchaser will only tender such assistance, as considered necessary.
- 12.7 The firm has to provide the breakup expenditure of different quoted items as well as total expenditure clearly for the system.

13. Contents of Bid

The Bid prepared by the Bidder shall comprise of the following two components:

- a) Techno-Commercial Bid comprising of the following and to be filled on the format sheets provided in the tender document. This is mandatory:-
 - i) Bidders particulars (Annexure-A)
 - ii) Bid Form (Annexure -B)
 - iii) Bidder profile (Annexure -C)
 - iv) Manufacturers' Authorisation Form (Annexure -D)
 - v) Proforma of Guarantee for supply of spares during the post warranty period (Annexure -E)
- b) Financial Bid / Price bid to be submitted in the company's letter head duly signed & sealed by their authorized signatory / ies.

14. Procedure for Submission of Bids

14.1 It is proposed to have a Two Cover System for this tender

- a) Techno-Commercial Bid (2 copies) in one cover
- b) Financial Bid (2 copies) in one cover

14.2 Each copy of Techno-Commercial Bid of the Tender should be covered in a separate sealed cover super-scribing the wordings "Techno-Commercial Bid". Each copy should also be marked as "Original" & "Duplicate ". Both the copies should be put in a single sealed cover super-scribing the wordings "Techno-Commercial Bid". In the event of any discrepancy between them, the original shall govern.

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING THE TWO BID SYSTEM PROCEDURE WILL BE SUMMARILY REJECTED.

14.3 Each copy of Commercial Bid of the tender should be covered in a separate sealed cover super-scribing the wordings "Commercial Bid". Each copy should also be marked as "Original" & "Duplicate". Both the copies should be put in a single sealed cover super-scribing the wordings "Commercial Bid". In the event of any discrepancy between them, the original shall govern.

14.4 Both the Techno-Commercial Bid cover and Commercial Bid cover prepared as above are to be kept in a single sealed cover superscribed with Tender Number.

14.5 The cover thus prepared should also indicate clearly the name and address of the Bidder.

14.6 Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.

14.7 The sealed cover as mentioned at Clause 14.4 above shall be deposited with the Stores Officer (TC) JPNATC, AIIMS, Raj Nagar, New Delhi – 29.

15. Opening of Bids by Purchaser

15.1 The bids will be opened in the presence of Bidders/representatives who choose to attend on the date and time as mentioned. The Bidders/ representatives who are present shall sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of authority from their principal to attend the bid opening. Financial bids of Bidders whose bids are found technically suitable (after the presentation, if any,) only will be opened. The decision of the sub-committee on technical suitability shall be final and shall not be opened for discussion.

16. Award of Contract

Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder(s) in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter or by Hand in person, that its bid has been accepted. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award will constitute the formation of the Contract.

17. Signing of Contract

17.1 At the same time as the Purchaser notifies the finally selected Bidder(s) that its bid has been accepted, the finally selected Bidder(s) shall collect the supply order Contract Form from the office of the Store Officer concerned.

- 17.2 Within 7 (seven) days of the receipt of the Contract Form, the finally selected Bidder(s) shall sign the Contract with the purchaser, if required, at the purchaser's location mentioned at Clause 2.7. The finally selected bidder shall bring, along with him, the power of attorney, the contract performance bank guarantee as mentioned at Clause 11.3 and common seal etc. for signing the contract.
- 17.3 Without prejudice to any legal remedy, failure of the finally selected Bidder(s) to comply with the requirement of Clause 7.3 (a) or Clause 7.3 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

18. Inspection and Tests

The Purchaser shall have the right to inspect and/or test the equipment for conformity to the Contract Specifications.

- 18.1 In case any inspected or tested equipments fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected equipments or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 18.2 The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
- 18.3 The supplier shall test each individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation and installation.
- 18.4 Leaflets and literature should invariably be attached for ready references alongwith complete documentation of all the measurements conducted during installation period which shall be submitted by the supplier for future reference.
- 18.5 The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- 18.6 For the purpose of taking over the equipment/system supplied pursuant to this contract, an acceptance test shall be carried out at the Purchaser/Consignees destination site. The equipment which meets the acceptance test shall only be accepted by the Purchaser.
- 18.7 (a) Acceptance Test at site shall be conducted of individual equipment and complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements of tender.
(b) The Purchaser shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the purchaser in this regard shall be final.
(c) The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipments and systems are accepted by the purchaser.
- 18.8 Before the equipment is taken over by the Purchaser/Consignee, the Supplier shall provide manuals of the equipment/systems. This shall include the following:
- i) System Interface Drawings, Wiring diagrams
 - ii) System Interconnection and Block diagrams
 - iii) User Operation Manuals
 - iv) Equipment Maintenance Manuals

19. Spare Parts

- 19.1 The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipments and the complete system for at least ten years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the Contract.
- 19.2 The Bidder shall include in his tender, the details of essential spares, their quantity and unit prices as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given.
- 19.3 In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 5 years, after the completion of warranty period, to ensure that the quality and reliability objective is achieved. The details on which unit price and the total cost or recommended spares is based shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation

20. Warranty

- 20.1 Complete system including X-Ray tube, detectors, all other components, accessories and air conditioners, etc. (wherever applicable) should have comprehensive (labour & spares) onsite warranty for five years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment including x-ray tube (wherever applicable) and all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC.
- 20.2 Incremental Cost (if any) for, upgradation, if required, should form part of the contract for the Warranty and Post Warranty period.
- 20.3 The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 hour's notice.
- 20.4 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- 20.5 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- 20.6 All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
- 20.7 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- 20.8 The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.

21. After Sales Services & Comprehensive Maintenance Contract (Post-warranty CMC)

After sales services will be provided by the supplier during and after guarantee period of the equipment. Details alongwith the yearly Comprehensive maintenance charges for five year after warranty shall be forwarded:

22. Previous Installations

The names and address of the institutions/hospitals where the supplier has already installed/supplied the equipment indicating the dates of installations may be given (in India and abroad).

23. Delivery, Installation and Commissioning

- 23.1 Delivery of the goods at the Institute premises shall be completed by the Supplier within 6-8 weeks from the date of Supply Order.
- 23.2 The installation, testing and commissioning of the proposed system shall be completed within 6-8 weeks from the date of Supply Order, failing which necessary action as deemed fit under rules, will be taken against the defaulter.

24. Incidental Services

- 24.1 The supplier is required to provide Hardware and Software up gradation from time to time, at mutually agreed terms. During warranty all Software updated version / up gradations are expected to be provided at free of cost to Purchaser .
- 24.2 Further, any bugs/shortcomings detected by the purchaser/user as well as the supplier himself shall be rectified at free of cost to purchaser beyond warranty period

25. Site Preparation

- 25.1 The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System.
- 25.2 Site Plan and System layout plan including civil/electrical work or other related works shall be prepared by the supplier.
- 25.3 Earthing arrangements for all the equipment shall be completed as per standard practice

26. Termination for default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part.

- i) If the supplier fails to deliver or install system within the time period(s) specified in the contract. OR
- ii) If the supplier fails to perform any other obligation(s) under the contract.

27. Use of Contract Document & Information

The supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the supplier in the Performance of the contract

28. Property Rights

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license of industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

29. Payment

Letter of Credit will be opened on FOB/CIF Value, as the case may be, for full amount after deducting the Agency Commission/Technical Service Charges. 100% payment shall be released against presentation of shipping documents against a performance Bank Guarantee valid for the warranty period of five years for 10 % value from any Scheduled Indian Bank.

The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission at the earliest possible after 3 months of satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency commission. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the T.T. selling rate prevalent on the date of Supply Order. The Indian Agency Commission will be paid in Indian Currency (Rupees) to the Indian Agents.

Payment (in case of Rupees) shall be made through cheque or Electronic Clearing System. In case of cheque, the same will be dispatched through /Registered Post and postal charges shall be deducted from the bill.

30. Packing and Marketing

Best trade packing suitable for safe Rail/Road/Air/Sea transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

- (a) The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and absence of heavy handling facilities at all points in transit.
- (b) The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight and distinctive number of mark sufficient for purpose of identification. Each package shall contain:
 - i) A packing note quoting the name of the purchaser.
 - ii) The number and date of order
 - iii) Nomenclature of the gods
 - iv) Schedule of parts of each complete equipment giving part number with reference to assembly.

Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, depreciation of the goods due to faulty packing.

31. THE GOODS MUST BE SHIPPED THROUGH OUR NOMINATED FREIGHT FORWARDER INDICATED IN LETTER OF CREDIT AND SUPPLY ORDER.

32. PREPARATION AND DELIVERY OF TENDER

Tender documents must be signed by the tenderers in full along with their stamp.

33. Arbitration

If, at any time, any question, dispute or difference whatever shall arise between the two parties (JPNATC, AIIMS on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the Chief, JPNATC, AIIMS, and the other to be nominated by the firm. Such a notice of the existence of any question, dispute or difference in connection with this purchase shall be served by either party within 30 days of the beginning of such dispute failing which all rights and claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at JPNATC, AIIMS. The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modification thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and award(s) respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

34. Jurisdiction

The courts at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Court shall have jurisdiction in the matter.

35. Force Majeure

Any failure of omission or commission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's control including war (Whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

The Institute reserves the right to accept or reject in whole or in part any or all the quotations received without assigning any reasons thereof.

36. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the suppliers, if the supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

37. Termination for Convenience

The purchaser, may by written notice sent to the supplier terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated becomes effective.

The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For remaining goods the purchaser may elect.

- a) To have any portion completed and delivered at the contract terms and prices; and/or
- b) To cancel the remainder

38. Government Language

The contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the contract shall be in English.

39. Operation

The firm should be responsible for running the system for at least one year or till such time our staff is trained to handle the system. Training of the staff will be responsibility of the firm at the expense of the firm.

40. Up time guarantee:

The firm should provide uptime guarantee of 95%.

41. Downtime penalty Clause

41.1 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 handing 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.

41.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

42. FALL CLAUSE

If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Chief, JPNA (TC), All India Institute of Medical Sciences and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

43. The supplier shall furnish the following certificate to the Accounts Officer (TC) alongwith each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

SPECIAL TERMS AND CONDITIONS FOR TENDER SUBMISSION

1. The tenderer should have been in this business for a period of at least two years in the country in relation to the type of equipment/drugs for which the quotations/tenders are being submitted.
2. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers.
3. In case of rupee offer, the attested copy of sales tax certificate, should be submitted in absence of which tender shall be rejected.
4. The tenderer should submit statement of financial standing from their bankers. The name of the bank along with full address is to be furnished.
5. The supplier should submit a statement of overall turnover for the previous three years. If applicable a copy of the applicants annual report and accounts for each of the last three years should also be submitted.
6. The tenderer is also required to submit performance report from other similar organizations where the firm is registered for supply and erection of similar projects of hospital equipments/System. He will also submit list of organizations where the System has been Installed by the firm in the last two years.
7. The tenderer has to give a certificate that the firm has not been blacklisted in the past by any Institution - Government/Private.
8. The tenderer is also requested to submit authority letter from manufacturers/principals of supplying equipment /drugs without which tender will not be considered.
9. The tenderer/supplier has to give an affidavit on a non-judicial stamp paper that there is no vigilance/CBI case pending against the firm/supplier.
10. If the tenderer gives a false statement on any of the above information the firm/supplier will not be considered and their quotation/tender shall be rejected and the security deposited shall be forfeited.
11. The Institute will have the right to reject any tender without assigning any reason.
12. The manufacturer should submit all the quotations directly or through their authorized distributor provided the manufacturer accepts responsibility for any lapse on the part of distributor and authorization certificate must be enclosed.
13. Quality assurance certification like ISO 9000 series should be enclosed wherever applicable.
14. If the delivery is not effected on due date, the Chief, JPNA TC, AIIMS, N. Delhi will have the right to impose penalty as under:
 - A) First extension for one month or part thereof _____@2%.
 - B) Second extension for an additional month _____@ 3%
or part thereof.
15. In case of non supply of Stores within the due date i.e. within the date of delivery, the Chief, JPNA(TC), AIIMS, New Delhi will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
16. **SOFT WARE AND HARDWARE UPGRADATION**
Free up-gradation of software (all update & upgrades) upto 5 years.
17. **THE TENDERERS ARE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED.**

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

Bidder Serial Number Allotted on Tender Document: _____

1. Name of the Bidder :
2. Address of the Bidder :
3. Name of the Manufacturer (s) :
2. Address(es) of the Manufacturer :
2. Name and address of the person :

To whom all references shall be
Made regarding this tender inquiry.

Telephone :

Telex :

Fax :

e-mail address :

Witness :

Signature

Name

Address

Date

Signature

Name

Designation

Company

Date

Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

BID FORM

Dated:

To,

Sir,

Having examined the Bidding Documents of Tender No. _____ undersigned offer to supply, install, commission, operate maintain _____ and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within _____ weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing commissioning.....

Signature and Seal

.....

(In the capacity of)

Only Authorized to sign bid for and on behalf of.....

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

- (i) Location of Corporate Headquarters :
(ii) Date and Country of Incorporation :
(iii) Manufacturing Facility (S)
 Location
 Size
 Capacity
(IV) No. of Service Facility(S) in India
 Location
 Strength
 Area Covered
(V) Average yearly turnover for last three years:
(VI) Geographical Distribution of the Supplier :
 No. of Offices
 Locations
 Staff strength
(VII) Total No. of installations of the system offered.
(VIII) No. of Employees
 Total No. Manufacturing R&D (If any)
 Hardware Maintenance
 Software

B. Reference of Major installation with similar products (attach documents in support, if available)

_____ S. No.

Customer Name, Address Product Description
Telephone Fax Number (No. of Machines installation year wise)

Date.....

Signature and seal of bidder

To be enclosed with Techno-Commercial Bid

ANNEXURE-D

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....

Dated.....

To,

Dear Sir,

Sub: Tender No.....

We..... An established and reputed manufacturers of having factories at.....and office at M/s.....

(Name and Address of the Authorized representative) to represent us, to tender, negotiate and conclude the contract on our behalf with; you against Tender no.....

No company/firm or individual other than M/s..... are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,

Signature and seal

Name.....

For & on behalf of M/s

.....
(Name of Manufacturers)

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturers.

To be enclosed with Techno-Commercial Bid

ANNEXURE-E

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award no..... dated entering into a formal contract to that effect with the Purchaser on vide agreement dated..... (hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 5 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 5 years i.e. warranty period of 5 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Dated..... day of.....20.....

Witness :

(Name of manufacturers)

Signature and Seal

(Signature)

Name :

For & on behalf of M/s

SECTION – XV
LIST OF SCHEDULED BANKS

a. Nationalized Banks

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. New bank of India
13. Oriental Bank of Commerce
14. Punjab National Bank
15. Punjab & Sindh Bank
16. Syndicate Bank
17. Union Bank
18. UCO Bank
19. United Bank of India
20. Vijaya Bank

b. State Bank of India and its Associated Banks

21. State Bank of India
22. State Bank of Bikaner & Jaipur
23. State Bank of Hyderabad
24. State Bank of Indore
25. State Bank of Mysore
26. State Bank of Patiala
27. State Bank of Saurashtra
28. State Bank of Travancore

c. Private Sector Banks

29. Bank of Madura Ltd., Madurai
30. Bank of Rajasthan Ltd., Udaipur
31. Bareilly Corporation Bank Ltd., Bareilly
32. Banares State Bank Ltd., Banares
33. Bharat overseas Bank Ltd., Madras
34. Catholic Syrian Bank Ltd., Trichur
35. Dhanalakshmi Bank Ltd., Alwaye
36. Jammu & Kashmir Bank Ltd., Srinagar
37. Federal Bank Ltd., Alwaye
38. Karnataka Bank Ltd., Mangalore
39. Karur Vysya Bank Ltd.,

40. Qty Union Bank Ltd.,
41. Lakshmi Vikas Bank Ltd.,
42. Lord Krishna Bank Ltd., Kodangallur
43. Nainital Bank Ltd., Nainital
44. Nedungadi Bank Ltd.,
45. Punjab Co-operative Bank Ltd., Amritsar
46. Ratnakar Bank Ltd.,
47. Sangli Bank Ltd.,
48. South Indian Bank Ltd., Trichur
49. Tamilnadu mercantile Bank Ltd.
50. United Western Bank Ltd.,
51. Vysya Bank Ltd., Bangalore

d. Foreign Banks

52. ABN Amro Bank N.V.
53. American Express Bank Ltd.,
54. Bank of American National Trust
55. Banque Nationale de Paris
56. Bank of Tokyo Ltd.
57. British Bank of the Middle East
58. Standard Chartered bank
59. Citi Bank N.A.
60. ANZ Grindlays Bank Ltd.,
61. The Sakura Bank Ltd.,
62. Sonali Bank
63. Deutscha bank A.G
64. Bank of Oman Ltd.,
65. Abu Dhabi Commercial Bank Ltd.,
66. Banque Indosuez
67. Bank of Nova Scotia, Toronto
68. Sociate General, Paris
69. Oman International Bank, S.A.G.O.
70. Bank of Baharain and Kuwait (B.S.C.)
71. Hongkong & Shanghai Banking Corporation Ltd.
72. Credit
73. Barelays Bank P/c.
74. Sanwa Bank, Tokyo

e. Non-Scheduled Bank

75. Kashi Nath Seth Bank Ltd.
76. Bari Poab Bank Ltd.
77. General Bank of Kurudwad Ltd.

The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.