



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website :www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

E-TENDER DOCUMENT

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

Notice Inviting Tender

On behalf of **Director, AIIMS Bhopal, Medical Superintendent** invites **open E-Bids** in the **Three Bid System** (i.e. **Pre-qualification Bid, Technical Bid and Financial Price Bid**) from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors/ Dealers on line through **E-procurement solution portal of AIIMS Bhopal** (<https://www.tenderwizard.com/AIIMSBHOPAL>) on mutually agreed terms and conditions and satisfactory performance for the Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neuro Surgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India and supply of items as per the Specifications details at **Annexure-I**.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

e-Tender Schedule

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- Date of availability of E-Tender document in the AIIMS Bhopal E-Tendering Solution portal
www.tenderwizard.com/AIIMSBHOPAL
www.aiimsbhopal.edu.in and CPP Portal
www.eprocuregov.in for downloading/participating
- Pre-Bid Meeting
- Last Date of downloading/participating in the E-Tendering Solution for this E-Tender
- Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope
- Date, Time & Place of Opening of Pre-Qualification Bid Document
- Date, Time & Place of Opening of Technical Bid
- Tender Document Cost payable to AIIMS Bhopal
- E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process
- Estimated Cost of Items
- EMD
- : As per e-Tendering Portal of AIIMS Bhopal
<https://www.tenderwizard.com/AIIMSBHOPAL>
- : As per e-Tendering Portal of AIIMS Bhopal
<https://www.tenderwizard.com/AIIMSBHOPAL>
in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal
- : As per e-Tendering Portal of AIIMS Bhopal
<https://www.tenderwizard.com/AIIMSBHOPAL>
- : As per e-Tendering Portal of AIIMS Bhopal
<https://www.tenderwizard.com/AIIMSBHOPAL>
in the Tender box kept in the Office of the Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar-462 020 (MP)
- : Online as per e-Tendering Portal of AIIMS Bhopal
<https://www.tenderwizard.com/AIIMSBHOPAL>
and desired Hard Copies in the Office of Medical Superintendent, AIIMS Bhopal Hospital.
- : The Technical Bid of Pre-Qualified Bidders only will open online as per the schedule given in the
<https://www.tenderwizard.com/AIIMSBHOPAL>
- : **Rs.1050/- (One Thousand Fifty Only) inclusive of 5% VAT, Non Refundable by way of DD/Banker's Cheque in favour of "Director, AIIMS Bhopal", hard copy must accompany with Pre-Qualification Bid Envelop.**
- : **As applicable and displayed on <https://www.tenderwizard.com/AIIMSBHOPAL> and payable to www.tenderwizard.com directly By the prospective Tenderer**
- : **Rs. 75,00,000/- (Seventy Five Lakh only)**
- : **Rs. 1,50,000/- (One Lakh Fifty Thousand Only) in the form of FDR/BG in favour of "Director, AIIMS Bhopal" for the period of Nine Months (i.e. 270 Days)**



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Eranest Money Deposit (EMD) as below :-

EMD should be as per below mentioned Table No. 1 in the form of FDR/Bank Guarantee drawn from any scheduled Nationalized Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal accompany with Pre-Qualification Bid Envelope for the period of Nine Month (i.e. 270 Days). The AIIMS Bhopal will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1 : EMD Amount

Tender Item No.	Brief Descriptions of Item (Complete technical Specification given on Annexure-I of this Tender Document)	Qty. (in Nos.)	EMD (in Rs.)
1	Instruments for Minimally Invasive Spine Surgery	1	1,50,000.00

Tenderer needs to be deposit the EMD Amount as mentioned above in the Form of FDR/Bank Guarantee in favour of “Director, AIIMS Bhopal”, payable at Bhopal and its legible scanned copy must uploaded in the E-Tendering Solution and Hard copy of EMD should be submitted along with pre-qualification documents in the Pre-Qualification Envelope before the Date of Submission of Bid in the Box kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP) India.

Clarification on Bidding Documents

The prospective Bidder requiring any clarification about bidding documents may seek clarification in writing on the tender document during pre-bid meeting which shall be held at **3:00 PM onward on scheduled Date as mentioned in the e-procurement portal**. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated until 7 days before the last date of bid submission.**

Amendments in Bidding Documents

At any time till **7 days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be posted on the website regularly. Client shall not be responsible to notify the amendments to individual bidders. All amendments by the client till 7 days before the deadline for submission of bids, shall be binding on the participatory bidders.

Three Bid System Terms & Conditions

The required hard copies of respective bids shall be submitted separately in sealed envelopes before closing dates of the bids as per the instructions given in this E-Tender Enquiry. The all requested bid documents (i.e. Pre-Qualification, Technical and Financial Bid) duly signed and scanned copies shall be uploaded under respective bids sections of the e-tender solutions mandatorily by the participating Bidder on portal. If any of the requested document's scanned copy/copies not found uploaded on e-Tendering Portal by Bidder, their bid is liable for rejection. Please study this e-tender very carefully and fill accordingly.

- **Validity of Tender & Period for Rate Contract:** The validity of the Bid tender Document shall be for 180 days and after the acceptance and issue of Notification of award/conclusion of Rate Contract Agreement in the Format given at **Annexure-XIII**, the rates shall be valid for initial one year extendable further One year on mutual agreement basis after successfully/satisfactorily completion of initial One year period.
- **EMD (Refundable after expiry of the tender on e-procurement solutions):** AS PER SCHEDULE ON E-PROCUREMENT PORTAL (NIT Table No.1) against this Tender Notice:
 - No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firms registered with NSIC (for sale or medical equipment) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificate (NSIC etc.) to avail this exemption.

All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable. Each document should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page.

The tender shall be submitted in 3 (Three) parts online:

- (i) **Pre-qualification Bid:** Only the pre-qualification bids documents shall be opened first and read out before the bidder.
- (ii) **Technical Bid:** Technical bid of pre-qualified tenders shall be opened.
- (iii) **Financial Bid:** The Financial Bids of bidders, who qualify at Technical Bid Stage, will be opened thereafter.

(i) PRE-QUALIFICATION BID:

- (1) **Hard copies of documents to be submitted on or before closing the bid:**
(Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:
 - **Hard Copies of EMD, Tender Document Fee and Undertakings (A, B C &D below)** should be submitted in a sealed envelope in original in the Tender Box Kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP), India on or before Closing date of Bid Submission **Superscripted** as

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

Complete details of the bidder should also be mentioned on envelop.

- A. EMD (as per NIT Table No. 1) in the form of FDR/BG in the format given at “Annexure-XI” from nationalized Bank, in favor of “Director, AIIMS Bhopal” valid for Nine months (i.e. for 270 Days) period.
- B. **Tender Document fee in way of Demand Draft/Banker’s Cheque** in the name of “Director, AIIMS Bhopal”. (Nonrefundable)
- C. Original copy of **Undertaking for acceptance of all Terms & Conditions** mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - II**, duly attested by Notary Public.
- D. Original copy of **Undertaking for Criminal Liability** on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - III**, duly attested by Notary Public.

(2) Following Prequalification Documents Duly Signed, Attested scanned copies to be compulsorily uploaded in the “Pre-Qualification Bid Slot” on e-Tender solutions by the participating Bidder:

- I. The scanned copies of above said documents as mentioned at (1) A, B, C, D shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>) in Pre-Qualification Bid Slot section.
- II. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- III. Signed and Scanned Copy of proof of last two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2016-2017.
- IV. Signed and Scanned Copy of PAN Card of the firm/company.
- V. Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. For Assessment FY 2013-14, 2014-15, 2015-16) must require to be uploaded.
- VI. Legible scanned copies of clearly showing the average Turnover with Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2013-14, 2014-15 and 2015-16) duly certified by the Chartered Accountant/Company Secretary should be required of the value in Rupees to be uploaded by the participating Bidder, whether they participating for One Item or all Items against this e-Tender Enquiry as per below mentioned Table :-

Mandatory Requirement	Average Turnover requirement (in Rs.)
Last Three FY’s (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for participation in this Tender	45,00,000/- (Forty Five Lakh Only)

- VII. Minimum Three numbers of Previous Purchase Orders copies for supply of Items requested in this e-tender Enquiry to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2013-2014, 2014-2015 and 2015-2016) must require to be upload. If any Bidder will not upload the requested numbers of Previous Supply Orders copies of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.
- VIII. Singed and attested legible scanned copies of Performance Certificates regarding Supply, Installation, Maintenance and assessment of their Equipment Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2013-2014 to FY-2015-2016.
- IX. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
- X. Signed and Scanned Check list of Pre-qualification required documents as per **Annexure-IV** must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.

Note: All above documents also shall be uploaded on e-tender solutions serially and page numbered legibly. E-bid with absence of any document will invite rejection of bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.

Only those bidders who qualify the Pre-Qualification Stage after evaluation of above said Pre-Qualification documents uploaded in the E-Tendering solutions and submitted desired Hard Copies as per A) EMD as per NIT Table No. 1, B) Tender Document Fee, C) Undertaking for acceptance of all Terms & Conditions & D) Undertaking for Criminal Liability above shall be considered for Technical Evaluation and shall intimated separately.

NOTE

The original copies of first four documents i.e. EMD, Tender document Fee, Undertaking for Acceptance of Terms & Conditions and Criminal Liability undertaking shall be submitted in physical form in the Tender Box kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020(MP) India on or before the Closing of the bid submission date displayed in e-tender solutions in a sealed envelope superscripted as “Pre-Qualification Bid

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Tender shall not be accepted if the bidder fails to submit all the requested “Pre-Qualification” Documents scanned copies “Online” in the e-Tendering portal in “Pre-Qualification Bid Slot” and only requested documents Hard copies in “Pre-

Qualification Bid Envelope” on or before the scheduled closing Date mentioned in the e-Tender Schedule on e-tendering solution. In case uploaded copy is not legible, bidder shall be asked to submit self-attested copy of the illegible document.

Important Note:-Only those bidders who qualify the Pre-Qualification Stage shall be considered for Technical Evaluation.

(ii) TECHNICAL BID

The technical evaluation will be done by duly constituted technical committee by competent authority.

(1) Hard copies of documents to be submitted on or before closing the bid:
(Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:

- I) Original Catalogues properly numbered should be submitted as hard copies
- II) Original copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in **Schedule of Requirement (Annexure-I)** on each catalogue/literature document. Non submission may lead to non-consideration of the bid for that item.
In sealed in envelop and superscripted as

“Technical Bid”

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Complete contact details of the bidder should be mentioned on envelop.

(Also upload signed & scanned copies of above documents in e-tendering solution in “Technical Bid Slot”)

2. Following Technical Bid Document’s Duly Signed, Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-

- I. Signed & scanned copy of the Technical bid **“Annexure-V”**
- II. Scanned copy of List of the items with its make, model & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in **“Annexure-I”** of this e-Tender Enquiry.
- III. Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at **“Annexure-X”**. Declaration / authorization from the manufacturer should be submitted for every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.

- IV. In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.
- V. Signed and scanned copies of Manufacturing Capabilities with respect to personnel, equipment and manufacturing facilities, the following necessary supportive documents duly Signed and Sealed must required to be uploaded:-
- Registered with the Government (Central/State) for manufacturing / importing quoted Goods / Distributing / Dealing with quoted goods/items.
 - Holding a valid License for manufacturing of the quoted goods/items Or Valid permission for importing the quoted goods Or Registered for and having permission for warehousing/ cold chain / Storage capabilities
 - Holding a valid GMP Certification (if applicable for the quoted products).
- VI. Signed and Scanned copies of ISO and CE(EUROPEAN)/USFDA/DGCI valid certifications from competent authority with clearly showing validity date in respect of quoted item.
- VII. Signed and Scanned Check list of Technical Bid required documents as per “Annexure-V(a)” must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.

(iii) FINANCIAL BID

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(Fill and Upload the Financial Bid in the Excel Sheet Format of Financial Bid in the format given at “Annexure-VI” in “Financial Bid Slot” on E-Tendering Portal)

1. Rates for the main equipment/items should be quoted in the given format “Annexure VI”, and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site needs to be supplied on free of cost by the Bidder Agency (if such consumable essentially required for the functioning of supplied equipment).
2. All quoted rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR, 5 Years Onsite Warranty inclusive of all Spares & Labour, Sales Tax/VAT/Excise Duty/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. and Free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Clint site. **Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.**

3. The supply of Equipment/Goods/Stores/ Articles will be brand new and supply should be made in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost up to F.O.R. to AIIMS Bhopal.
4. The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “**Annexure-VII**” for each Equipment/item (on which the Warranty/Guarantee applicable).
5. Rates for regularly required consumables / spares / optional accessories should be quoted in given format “**Annexure VIII**” separately.
6. The rates should be quoted in Indian Rupees in figure as well as in words only.

For any query related with this e-tender should be mailed to **email id of e-tendering Department of AIIMS Bhopal on email ID: etender@aiimsbhopal.edu.in**

(Medical Superintendent)
AIIMS Bhopal

GENERAL TERMS AND CONDITIONS

- A. Pre-Qualified Bidders are required to arrange a demonstration of the equipment, preferably within the Hospital premises. The Tenderer demonstrate the participating Equipment at AIIMS Bhopal site on **date fixed by the technical committee** duly constituted by competent authority. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
- B. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at “**Annexure-X**”. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD. The offered rates shall be valid for initial period for One year extendable further One year on mutual agreement basis after completion of initial One year period.
- C. The model of the equipment offered should not be obsolete /out of production for next 5 years.
- D. **Spare Parts:** The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be uploaded in the Format given at “**Annexure-VIII**” failing which quotation will not be considered.
- E. **Warranty (60 Months Onsite Warranty including Spare Parts &Labour etc.)**
- I. Tenderer should submit a written guarantee/warranty from the manufacturers starting that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the guarantee/warranty period.
- II. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- III. Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.

- IV. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- V. The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turnkey work.
 - Replacement and repair will be under taken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
 - If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
 - The firm will be required to pay a penalty of Rs. 500/- (Five Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm.
- VI. Upon receipt of such notice, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Equipment/Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- VII. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-

- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
 - b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- VIII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- IX. During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the Equipment/Stores.
- X. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- F. 5 Years onsite GUARANTEE/WARRANTY inclusive of all Spares and Labour and after completion of 5 Years WARRANTY period price for 5 Years CMC: -**
 The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 10% of the cost of the Purchase Order for the period of warranty plus 3 months indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at "Annexure-XII". This has to be submitted after satisfactory installation along with the bills. The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the "Annexure-VII" for each Equipment/item (on which the Warranty/Guarantee applicable).
- G. The bidder should quote rates of optional accessories / consumables / spares as per "Annexure-VIII" and the rates should be valid till the validity of the contract.
- H. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in Annexure-V.
- I. Additional features (in case of equipment), if any, should be listed separately in the offer.
- J. The bidder should submit an undertaking for acceptance of Terms & Conditions "Annexure-II" to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for 05 years after expiry of the Warranty period.
- K. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
- L. Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this E-Tender:-**

- I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
 - II. Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
 - III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
 - IV. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacturer/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Medical Superintendent, The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
 - V. If the bidder requires 'D' form, the same will be provided by the hospital. "The Custom Duty Exemption Certificate" and "Essentiality Certificate" will be provided by hospital for imported goods/stores covered under the OGL (Open General License) Policy.
- M.** The Director, AIIMS Bhopal has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
- N. DELIVERY OF THE SUPPLIES/STORES & PENALTY/LD ON DELAY SUPPLY: -**
- I. Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers.
 - II. The firm will be bound to supply the items of Indian make within 4-8 weeks and imported items in 8-10 weeks. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
 - III. The Director, AIIMS Bhopal reserves the right to extend the period of delivery subject to imposition of a penalty of 1% of the value of order per week for delayed supply with prior permission subject to a maximum of 10% of the total value of the order. Maximum delay of 10 weeks is admissible. No supplies will be entertained after expiry of 10 weeks (in case of Indian make items) and expiry of 15 weeks (in case of

Foreign make imported items) from the date of issue of supply order on e-mail as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the EMD/Performance Security and action as deemed fit shall be initiated against the firm.

- IV. Part/Partial supply will not be accepted. For non-supply or part/partial supply, EMD/Performance Security Deposit will be forfeited in full.

O. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place.

P. PAYMENTS: -

Payments will be made only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The CST/Sales Tax/VAT/Excise Duty/Custom Duty/Clearing Charges/Agency Commission and any other Taxes of Statutory bodies should included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.

Q. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-I) for different categories of Equipment/items as per requirement of AIIMS Bhopal basis. Decision of the Director will be final and binding to all parties.

The any Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhopal. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeit by AIIMS Bhopal.

The AIIMS Bhopal shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.

R. PACKING & MARKING OF SUPPLIES:-

- a) The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. The stores supplied by the bidder should strictly conform to the labeling provisions laid down under the latest Drugs & Cosmetic Rules or other applicable statutory provisions.

- b) All goods/stores supplied to the hospital shall have to be stamped, "The AIIMS Bhopal Supply only" and printed "NOT FOR SALE" in bold letters with indelible ink (whereas applicable).

S. BAR-CODING OF STORES: -

Each store (the unit packs, inter packs as well as final packs etc.) should be bar-coded to comply with GS-1 or EAN/UPC or GS1-128 bar-coding standards at different packaging levels. For details and specification of GS-1 bar-coding http://www.gs1india.org.in/gs1barcodes/pc_index.htm may be referred (Optional) (whereas applicable).

Bidder/Firms have to supply the Sterility Certificate for sterilized consumable items manufactured in India or abroad from the concerned principal manufacturer (whereas applicable).

T. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

U. LAW GOVERNING THE CONTRACT and Jurisdiction

The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

V. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee in the format given at "Annexure-XII"/Fixed Demand Receipt" from nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. 63 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposited by the Bidder to AIIMS Bhopal in the format given at "Annexure-XII".

W. Recovery of Excess Payment made to Supplier Agency:-

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this e-Tender enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIMS Bhopal within 30 days time period as and when they will receive written request from AIIMS Bhopal in this connection.

X. Underpayment to be made to Supplier Agency:-

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this e-tender enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

Y. Responsibility of Supplier Agency for providing copies of relevant records:-

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIMS Bhopal.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

Exclusive right: The Director, AIIMS Bhopal, India.

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

**(Medical Superintendent)
AIIMS Bhopal Hospital**

Please see annexure enclosed: - Annexure-I to XIII



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website :www.aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-I

Schedule of Requirement

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

The Scope of work Includes:

Providing Instruments/Stores to the Department of Neuro Surgery based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document:-

1. We are looking for reputed well known Manufacturer's/Authorized Distributors/Authorized Dealers/Authorized Supplier companies, who will supply high quality Equipment /Instruments as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIMS Bhopal.
2. Bidder should quote their rates for all the Instruments asked in a particular category as per the details given in the Schedule of Requirement at Annexure-I. Those Bidder who have not comply this important condition need not to be participate in this tender.
3. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote due to as per our requirement, the supply time is 35 Days (in case of Indian Make) and 90 Days (in case of Imported Item) only after the issue of NOA/Purchase Order.
4. Tentative list of Equipment/Instruments required for DEPARTMENT OF NEUROSURGERY given in requirement schedule may be purchased immediately and Tenderer should be brought on site for demonstration of Instrument/Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director/Medical Superintendent, AIIMS Bhopal) for procurement of required Equipment/Instruments for Hospital functioning. The cost for organizing demonstration at AIIMS Bhopal shall bear by Tenderer.
5. The supplier Agency will supply the requested Minimal Invasive instruments in a specific Instrument holding boxes made of high quality adequate material, which have the capacity to ready to use for putting for Autoclaving or Plasma Sterilization of the Instrument for their use in the Hospital.

6. The quantity intimated with this tender is only the initial estimation for starting phase of Hospital and it will vary in future as per the actual requirement of the institute either side (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to AIIMS Bhopal during concurrency of Annual Rate Contract. AIIMS Bhopal, will not pay any extra amount to any Bidder Company beyond the accepted price.
7. The required in-situ works like Electrical/Plumbing/Civil Works and any accessories and consumables for three month period, if required for Equipment/Instrument installation or for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Bhopal to any Agency, means the supplier agency deal the Equipment/instrument supply and Installation work on “turnkey”.

List of Instrument, Required Technical Specification and Tentative Qty.

Tender Item No.	Brief Description of Item	Qty. (in Set)
1	<p>Instruments for Minimally Invasive Spine Surgery</p> <p>General Technical requirement:</p> <ol style="list-style-type: none"> 1. All instruments should be made from medical grade materials approved for medical use by agencies like US-FDA, European-CE and DGCI. 2. All instruments to be supplied in respective boxes which can be directly put for autoclaving or plasma sterilization 3. Any parts that are to be attached to the operating table should be supplied with suitable adapters compatible with the neurosurgery operating table currently being used at AIIMS Bhopal. 4. Wherever indicated the instruments should be stealth coated for use under microscope or endoscope. 5. Demonstration of the complete set with all accessories is necessary during technical evaluation. Failure to demonstrate shall lead to disqualification. Representative and like instrumentations shall not be entertained. 6. In a subgroup where instruments have to be attached to each other, they should be from the same manufacturer to avoid interadaptability issues. 7. The bidder has to compulsorily quote all categories to remain eligible. <p>Instruments should be provided in the Set:</p> <ol style="list-style-type: none"> 1. Radiolucent Cervical Retractor System: It should be a radiolucent system <ol style="list-style-type: none"> a. Rack: There should be a set of mediolateral as well as craniocaudal racks with facility for individual (as in ACD) and combined (as in corpectomy) based usage. Should have universal slots for blade 	1

Tender Item No.	Brief Description of Item	Qty. (in Set)
	<p>placement. It should provide fixed as well as mobile (as in hand held retraction) retraction.</p> <p>b. Blades: The blades should have universal head and should be radioluscent having a width in the range of 20 to 25mm. Mediolateral blades should be available as a set of plane (non-toothed) and serrated (toothed) edges. The blade sets (mediolateral and longitudinal) should be available in following approximate sizes: 30mm, 40mm, 50mm, 60mm and 70mm (ie total – 20 blades).</p> <p>c. Vertebral body distractor: System should have a vertebral distractor set with left and right options and corresponding drill guides. The vertebral distractor should be rigid. Should have distractor screwdriver. 10 sets of reusable distractor pins of 12, 14 & 16 mm should be supplied. The distractor pin should have self-tapping flute for easy insertion.</p> <p>2. Lumbar and Thoracic Retractor System</p> <p>a. System should be radioluscent and have full set of retractors and distractors</p> <p>b. Should be provided with a graduated sequential dilator system with guide wire for initial retractor blade placement.</p> <p>c. Rack: There should be a set of mediolateral as well as craniocaudal racks with facility for individual and combined (like offset based) usage. Should have universal slots for blade placement. There should be a system for blade angulation to have wider inner opening allowing better cavity visualization.</p> <p>d. Blades: Should have sets of cranio-caudal as well as medio-lateral blades, the following sizes: Cranio-caudal sets – 40mm, 50mm, 60mm, 70mm & 80mm (total 10 blades). Mediolateral sets – 50mm, 70mm and 90mm (total 6 blades).</p> <p>e. Should have a flexible attachment system for fixation to the operating table.</p> <p>3. Micro Instruments: All the microinstruments should be of fine quality, long handled, bayonnetted and with stealth coating for minimally invasive spine surgery.</p> <p>a. Kerrison Punches – 1mm, 2mm and 3mm – 40 degree, long handled for minimally invasive spine surgery.</p> <p>b. Pituitaries – 2mm (serrated) and 4mm (non serrated) – straight, upbiting and downbiting – one each (total</p>	

Tender Item No.	Brief Description of Item	Qty. (in Set)
	<p>6).</p> <p>c. Irrigating Bipolar Forceps – 2 fine tapered 0.6mm tipped bipolar forceps with autoclavable cables for each</p> <p>d. Micro-scissor – Tubular type (endoscopic) – straight and curved.</p> <p>e. Curettes</p> <p style="padding-left: 40px;">i. Micro-curettes: These are for ACDF – both straight and angled. They should be available approximate cup sizes of 1mm, 2mm, 3mm & 4mm - each of straight and angled.</p> <p style="padding-left: 40px;">ii. Macro-curettes: sizes of 4mm and 5 mm – straight, forward and reverse.</p> <p>f. Micro-suction set - Thumb controlled suction pressure with malleable, variable sized tips.</p> <p>g. Root Retractors with suction – wide and narrow.</p>	

Note: All Tenderers should quote Equipments/Items with following approved standards:-

- All Instrument should be USFDA/CE (European)/DGCI approved for medical use.
- Manufacturers/Suppliers should have ISO certification for Quality Standards
- Comprehensive onsite warranty inclusive of all spares and labour should have for 5 years from the Date of acceptance and 5 years CMC after warranty should be quoted.
- Electrical safety conforms to standards for electrical safety IEC-60601 or better-general requirements.
- Certificate of calibration and inspection.
- All consumables required for installation, standardization and smooth functioning of equipment for 3 months period should be given free of cost along with supplied Instruments (if any).
- The supplier Agency will supply the requested Minimal Invasive instruments in a specific Instrument holding boxes made of high quality adequate material, which have the capacity to ready to use for putting for Autoclaving or Plasma Sterilization of the Instrument for their use in the Hospital.
- Substandard items must be replaced within 30 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

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Annexure-II

**UNDERTAKING
FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN
THIS TENDER DOCUMENT**

(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

**E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for
Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-
462 020 (MP)**

To

**The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462 020 (MP), India**

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.**
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
4. Bid security/Performance security 10% of the cost of the supply value shall be deposited by me in the form of FDR/Bank Guarantee in the name of The Director, All India Institute of Medical Sciences, Bhopal (India) as attached herewith and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for 63 months).
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for one year from the date of approval of the rate contract in the format given in Annexure-XIII or till extended as mutually agreed upon. I undertake to supply the equipment/stores within 35 days for Indian make items and within 90 days for imported items. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
15. I/we do accept/agree for the all clauses including the 5 years onsite Warrantee inclusive of all spares and labour etc and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
16. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
17. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
18. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after 63 months.
19. I/we undertake to supply the requested Minimal Invasive instruments in a specific Instrument holding boxes made of high quality adequate material, which have the capacity to ready to use for putting for Autoclaving or Plasma Sterilization of the Instrument for their use in the Hospital.
20. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Bhopal from our Agency.
21. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
22. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

(Name of Bidder)

Place

Date.....

With seal of firm



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
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ANNEXURE – III

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

I.....S/o..... Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s.

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company with Date

Affirmation/Verification



ANNEXURE-IV

E-TENDER ID: AIIMSBPLHOSP161700325012017RT1
E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

PRE-QUALIFICATION BID DOCUMENTS CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload Signed & scanned copy of following Pre-Qualification Bid Documents including Pre-Qualification Check List in Pre-Qualification Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Original Hard Copy of the following document must be kept in the "Pre-Qualification Bid" Envelope and sealed envelope must dropped in person in the Tender Box Kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020(MP) before the Closing date given in the e-Tendering Schedule against this e-Tender ID.			
A	EMD of the Amount of Rs. One Lakh Fifty Thousand in the form of FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" should be valid for Nine months period.			
B	Tender Document fee of Rs. 1050/- in way of Demand Draft/Banker's Cheque in the name of "Director, AIIMS Bhopal". (Nonrefundable)			
C	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – II, duly attested by notary public			
D	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – III, duly attested by notary public			
(2)	Following Prequalification Documents Duly Signed, Attested scanned copies to be compulsorily uploaded in the "Pre-Qualification Bid Slot" on e-Tender solutions by the participating Bidder:-			
I.	The scanned copies of above said documents as mentioned at (1) A, B, C, D shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. https://www.tenderwizard.com/AIIMSBHOPAL) in Pre-Qualification Bid Slot section.			
II.	Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.			
III.	Signed and Scanned Copy of proof of last two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2016-2017.			
IV.	Signed and Scanned Copy of PAN Card of the firm/company.			

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks				
V.	Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. For Assessment FY 2013-14, 2014-15, 2015-16) must require to be uploaded.							
VI.	Legible scanned copies of clearly showing the average Turnover with Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2013-14, 2014-15 and 2015-16) duly certified by the Chartered Accountant/Company Secretary should be required of the value in Rupees to be uploaded by the participating Bidder, whether they participating for One Item or all Items against this e-Tender Enquiry as per below mentioned Table :- <table border="1" data-bbox="354 577 1031 787"> <thead> <tr> <th>Mandatory Requirement</th> <th>Average Turnover requirement (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for participation in this Tender</td> <td>45,00,000/- (Forty Five Lakh Only)</td> </tr> </tbody> </table>	Mandatory Requirement	Average Turnover requirement (in Rs.)	Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for participation in this Tender	45,00,000/- (Forty Five Lakh Only)			
Mandatory Requirement	Average Turnover requirement (in Rs.)							
Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for participation in this Tender	45,00,000/- (Forty Five Lakh Only)							
VII.	Minimum Three numbers of Previous Purchase Orders copies for supply of Items requested in this e-tender Enquiry to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2013-2014, 2014-2015 and 2015-2016) must require to be upload. If any Bidder will not upload the requested numbers of Previous Supply Orders copies of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.							
VIII.	Singed and attested legible scanned copies of Performance Certificates regarding Supply, Installation, Maintenance and assessment of their Equipment Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2013-2014 to FY-2015-2016.							
IX.	Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.							
X.	Signed and Scanned Check list of Pre-qualification required documents as per Annexure-IV must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.							
	If the above all desired document's from (1) A, B, C, D & (2) I, II, III, IV, V, VI, VII, VIII, IX legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Pre-Qualification Bid" Stage.							

Name & Signature

*Note:(√) in applicable column.

[For office use only]Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure V

TECHNICAL BID

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

(Upload duly Signed, Stamped and scanned copy in Technical Bid Slot in E-Tendering Portal)

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted</i>	<i>Indian/ Imported/ Country of Origin</i>	<i>Catalogues YES/NO</i>	<i>Demonstration Yes/ no</i>	<i>Deviation to specification if any with reason</i>
1	Instruments for Minimally Invasive Spine Surgery					

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :

Email ID :

TECHNICAL BID

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

TECHNICAL BID DOCUMENTS CHECK LIST**(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)****(Upload signed and scanned copy of following Technical Bid Documents including Technical Bid Check List in Technical Bid Document Slot of E-Tendering Solution)**

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Hard copies of documents to be submitted on or before closing date as per e-tendering solution in the Sealed Envelope super scribing “Technical Bid” with e-Tender ID: (Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below: (I) Original Catalogues properly numbered should be submitted as hard copies (II) Original copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-I) on each catalogue/literature document. Non submission may lead to non-consideration of the bid for that item. In sealed in envelop			
(2)	Following Technical Bid Document’s Duly Signed, Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-			
I.	Signed & Legible scanned copy of the Technical bid “Annexure-V”			
II.	Scanned copy of List of the items with its make, model & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in “Annexure-I” of this e-Tender Enquiry.			
III.	Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “Annexure-X”. Declaration / authorization from the manufacturer should be submitted for every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			
IV.	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			
V.	Signed and scanned copies of Manufacturing Capabilities with respect to personnel, equipment and manufacturing facilities, the following necessary supportive documents duly Signed and Sealed must required to be uploaded:- <ul style="list-style-type: none"> • Registered with the Government (Central/State) for manufacturing / importing quoted Goods / Distributing / Dealing with quoted goods/items. • Holding a valid License for manufacturing of the quoted goods/items Or Valid permission for importing the quoted 			

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
	goods Or Registered for and having permission for warehousing/ cold chain / Storage capabilities <ul style="list-style-type: none"> Holding a valid GMP Certification (if applicable for the quoted products). 			
VI.	Signed and Scanned copies of ISO and CE(EUROPEAN)/USFDA/DGCI valid certifications from competent authority with clearly showing validity date in respect of quoted item.			
VII.	Signed and Scanned Check list of Technical Bid required documents as per "Annexure-V(a)" must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.			

Name & Signature

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



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ANNEXURE – VI

FINANCIAL “PRICE BID”

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted, Country of Origen</i>	<i>Price (in Rs.) Per unit (in figure) inclusive of all</i>	<i>Price (in Rs.) Per unit (in words) inclusive of all</i>
1	Instruments for Minimally Invasive Spine Surgery			

1. Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR, 5 Years Onsite Warranty inclusive of all Spares & Labour, Sales Tax/VAT/Excise Duty/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. and Free of Cost Consumables (if applicable) for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Clint site. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. The receipt of Custom Duty, Custom Clearance etc. paid to the concerned Statutory Bodies will required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
2. The free of cost consumables for 3 months period for make operational equipment at AIIMS Bhopal site needs to be supplied with ordered equipment.
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis.
4. L1 will be decided on total cost of the each Equipment plus Consolidated 5 years CMC cost basis.

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the FirmDate..... Place.....



ANNEXURE – VII

RATES FOR CMC
(Applicable only for Equipment)

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

The Rates should be quoted in percentage (%) Only of the total cost quoted by the bidder of the main equipment.

(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

Tender Item No.	Name of the Equipment	Rates of CMC (for equipments only)					TAXES IF ANY
		1 st yr	2 nd yr	3 rd Yr	4 th Yr	5 th yr	
1	Instruments for Minimally Invasive Spine Surgery						
Total CMC for 5 Yrs inclusive of all							

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date.....Place.....



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ANNEXURE – IX

TERMS & CONDITIONS OF SUPPLY ORDER'S

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ Equipment demonstrated.
2. The supply should be made between 9.30am to 16.00pm on any of the working day and 9.30am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Medical Superintendent in respective stores.
5. The bill should be in printed form having printed bill number, VAT/CST/TIN Number as well as D.L. No. (Whereas applicable) and deposition of Taxes to the various statutory bodies is the sole responsibility of the Tenderer.
6. For Indian goods supply time will be 35 days and for imported items 90 days.
7. The Director, All India Institute of Medical Sciences, Bhopal (India) reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per week for delayed supply subject to maximum of 7.50% of the value of the order (maximum 15 weeks@0.50%).
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
9. Guarantee/Warranty Certificate must be provided, at the time of supply.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*



ANNEXURE – X

MANUFACTURER'S AUTHORISATION FORM

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Dear Sirs,

Ref. Your E-Tender document No _____, dated _____
We, _____ who
are proven and reputable manufacturers of _____
(name and description of Equipment/Stores offered in the tender) having factories at
_____, hereby
authorise M/s _____ (name and address of the
agent) to submit a tender, process the same further and enter into a contract with you against
your requirement as contained in the above referred E-Tender Enquiry documents for the
above Equipment/Stores manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the
above agent) is authorized to submit a tender, process the same further and enter into a
contract with you against your requirement as contained in the above referred E-Tender
Enquiry documents for the above Equipment/Stores manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of
contract placed on the authorized agent including availability of Spares parts for the period of
10 years for supplied equipment to AIIMS Bhopal.

We also confirm that the price quoted by our agent shall not exceed than that which we would
have quoted directly.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.



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ANNEXURE – XI

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Tender”) against the Purchaser’s E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of additional 90 Days (Ninety days) after the period of tender validity (180 Days) i.e. total validity of EMD should be 270 Days (i.e. Nine Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____



ANNEXURE – XII

PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

To,
The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (Equipment/Stores and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 63 (Sixty Three) months from the date of satisfactory installation of the Equipment/Stores in the User Department at AIIMS Bhopal i.e. up to _____ (indicate date).

.....
 (Signature with date of the authorized officer of the Bank)

 Name and designation of the officer

Seal, name & address of the Bank and address of the issuing Branch,
 including Telephone No. & Email ID

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on Non Judicial Stamp Paper worth of Rs.100/-)

E-TENDER Id : AIIMSBPLHOSP161700325012017RT1

E-Tender for Supply of Instruments for Minimally Invasive Spine Surgery for Department of Neurosurgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

This agreement is made at **Bhopal** on the _____ **day of Two Thousand Fifteen** between **Director, AIIMS Bhopal acting through _____, All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)**(hereinafter called ‘**Client**’ which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

AND

M/s _____ (hereinafter called the ‘**Agency**’ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS the ‘**Client**’ is desirous to engage the ‘**Agency**’ for Supply of approved _____ in response to Purchaser’s e-Tender ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

1. Brief particulars of the Equipment/Stores/Goods/Items, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:
 - (i) Brief particulars of the Equipment/Store/Goods/Items and services which shall be supplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description of Items	Unit	Approved Unit Price (Rs.)	Terms of delivery (FOR)
1	Instruments for Minimally Invasive Spine Surgery	1 Set		

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, 5 Years on-site Warranty including of all Spares & Labour, Free of Cost Consumables for three months period, other all kind of expenses required for in-situ works (i.e. Civil/Elect/Mechanical/Other) and its accessories (Civil/Elect/Mechanical/Other) required for make the supplied equipment functional at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP) in the respective user Department on “Turnkey” has been accepted with response to the referenced Tender

on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

(ii) CMC Price for 5 Year Period:-

Tender Item No.	Name of the Equipment	Rates of CMC (for equipments only)					TAXES IF ANY
		1 st yr	2 nd yr	3 rd Yr	4 th Yr	5 th yr	
1	Instruments for Minimally Invasive Spine Surgery						
Total							

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for One year subject to extendable for the further period of One year on mutual agreement basis after completion of initial One year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e-Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to First Party.
5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.
8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal/Medical Superintendent, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the

price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.

- 9. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.) and Penalty for not attending within stipulated downtime period:-**The Second Party liable for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility by First party and if the Second Party will fail to do the same, the Penalty as per e-Tender General Terms & Condition Vide Clause "E" shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.
- 10. 5 Years CMC after completion of 5 Years Warranty/Guarantee :-** The Second Party will submit a performance bank guarantee for 10% of the cost of the approved CMC Price before the completion of 5 Years On-site Warranty, preferably in last Quarter of 5th Year and after receiving of the CMC Performance Guarantee, First Party in writing communicate to Second party for acceptance of the same and allow them to operate CMC for 5 Years as per the **General Terms & Condition, Vide Clause "F"** of this e-Tender.
- 11. Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment upto F.O.R. at User Department of AIIMS Bhopal within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per day for delayed supply, subject to a maximum of 7.50% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by First Party. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause "M"**.
- 12. Inspection of Supplies:-**Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per **General Terms & Condition, Vide Clause "N"**.
- 13. Payments:-** First Party will made Payments to Second Party only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The CST/Sales Tax/VAT/Excise Duty/Custom Duty and any other Taxes of Statutory bodies should included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.
- 14. Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- 15. Law Governing the Contract and Jurisdiction:-**The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 16. Performance Security Deposit:-**The Second Party liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit to First Party in favor of

“Director, AIIMS Bhopal” by way of “Performance Bank Guarantee/Fixed Demand Receipt” from any Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. 63 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Performance Security Deposit is liable to be forfeited if the Second Party withdraws or impairs or derogates the Contract in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Second Party to First Party.

17. Exclusive right to First Party (The Director, AIIMS Bhopal, India).

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will take effect from _____ **Day of** _____ **Two Thousand Fifteen** and shall be valid for **One Year**.

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

<p>For and on behalf of the ‘Agency’</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the ‘Agency’</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name</p> <p>on behalf of the ‘Agency’ in presence of</p> <p>Witness 1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the “Director, AIIMS Bhopal”</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p> <p>_____ Name</p> <p>on behalf of the “Director, AIIMS Bhopal” in presence of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>
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