

Notice Inviting Tender

For

Supply & Installation of

Thoracic Spine Surgery Set



NIT No : J-11050(011)/2016-17/S&P

Issue Date : 10-02-2017

Last Date of Submission : 02-03-2017, 12.00 NOON

Tender opening date (Technical bid) : 02-03-2017, 3.00 PM

**All India Institute of Medical Sciences,
Bhubaneswar**

Website: www.aiimsbhubaneswar.edu.in

Signature of Tenderer & Seal

Chapter I- Instruction to bidders

Notice Inviting Tender

All India Institute of Medical Sciences, Bhubaneswar

Email: info@aiimsbhubaneswar.edu.in
www.aiimsbhubaneswar.edu.in

All India Institute of Medical Sciences (AIIMS), Bhubaneswar, Odisha, an Apex Healthcare Institute, established by an Act of Parliament under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed tenders in two-bid system for supply of the following items at the Institute. Intending Tenderers are requested to quote their best offer along with the complete details of specifications, Terms & Conditions.

S.No.	Item Description	Quantity	Tender Fee	EMD Amount
1.	Thoracic Spine Surgery Set	01 (One) Set	₹ 2,000/-	₹ 50,000/-

(Refer Details as per chapter-'III')

Tender(s) should be sealed and Superscribed with Tender Number and Address to:

"Administrative Officer"

All India Institute of Medical Sciences,
Patrapada, Sijua
Bhubaneswar- 751019

The sealed Tender(s) should reach the Institute, latest by dt.02-03-2017 at 1200 Noon and the Technical Bid will be opened on the same day at 03:00 PM in the Administrative Office, AIIMS, Bhubaneswar. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time. In case the appointed date is declared Holiday the next date of opening of the Office shall be applicable for Opening of Tender.

The tender is in two- bid system i.e. Technical Bid & Financial Bid .The Technical Bid will be opened on the designated date by the Purchase Committee. The Name of the technically qualified bidders shall be hoisted in the website of AIIMS, Bhubaneswar. No paper publication shall, however, be made for this.

Schedule of Tender

Issue Date	:	Dt.10-02-2017
Last date and time of receipt of tender	:	Dt.02-03-2017 , at 12:00 Noon
Tender Fee (non refundable)	:	Rs. 2,000/- (Rupees Two Thousand only)
Amount of Earnest Money Deposit (EMD)	:	Rs.50,000/- (Rupees Fifty Thousand only)
Date & time of opening of tender	:	Dt.02-03-2017 , at 03.00 PM
Venue	:	All India Institute of Medical Sciences Bhubaneswar - 751019

Signature of Tenderer & Seal

Chapter-II- Conditions of Contract

General Terms and Conditions

Terms & Conditions:

1. Tender Fee : The bidder shall be required to submit the Tender Fee (Non-Refundable) for an amount of Rs.2,000/- (Rupees Two Thousand Only)) drawn in favour of the “AIIMS Bhubaneswar” in shape of Demand Drafts only, Payable at Bhubaneswar.

2. Earnest Money Deposit: The bidder shall be required to submit the Earnest Money Deposit (EMD)/ Bid Security for an amount of ₹ 50,000/- (Rupees Fifty Thousand only) In shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar in the Technical Bid. (TENDERS NOT ACCOMPANIED WITH TENDER FEES AND EMD/BID SECURITY ALONGWITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).

The EMD of the successful bidder shall be returned after the successful completion of contract and in case of unsuccessful bidders the same would be returned after award of the contract. No claim shall lie against the Government/AIIMS, Bhubaneswar in respect of erosion in the value or interest on the amount of Earnest Money Deposit / Security deposit.

(i) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) Units having NSIC Registration also are exempted from EMD (Copy of valid Registration Certificate must be provided along with).

(ii) The original documents of the bidders qualified in the Technical Bid shall be subject to verification at the appointed date & time.

3. Rate: Rates should be quoted in Indian Rupees (INR) on F.O.R destination Basis i.e.at AIIMS, Bhubaneswar, Odisha, Inclusive of all the Charges, with break-up as:

- Basic Cost.
- VAT /CST as applicable.
- Total Cost (F.O.R at AIIMS Bhubaneswar).

4. Validity: The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or changes his offer during the validity period, bid is liable to be rejected and the Earnest Money Deposit shall be forfeited without assigning any reason thereto. The Tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original Tender on mutual consent.

5. Warranty / Guarantee: Bid must be quoted with Five (05) year comprehensive on-site warranty / guarantee and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the goods or components thereof. Warranty would be followed by 5 year CMC (Comprehensive Maintenance Contract with spares) @ 3% of the cost of the Equipment with 5% increase every year. Vendor would submit list of Consumables required for running of the machine along with its cost. During the warranty and CMC period the supplier/ company should provide a minimum of 04 (four) preventive maintenance as routine services. After sales services must be provided in the city of installation. In situations requiring service or repair of

Signature of Tenderer & Seal

the unit outside the city of installation, the expenditure on that account will have to be borne by the supplier. **(CMC will be applicable only for Equipment).**

6. Buy-Back Offer : In case of a availability of new Version of the existing Equipment, Institute may go for the same for replacement on Buy-Back offer basis. The Tenderer should mention his offer for buy back of the Equipment/Machinery /Plant / Instruments/ Apparatus stating the percentage of Basic cost of the old Equipment and other condition if any.

7. Uptime guarantee: The firm should provide uptime guarantee of 95% during warranty and CMC period, with acceptance of the penalty clause in case of failure of the equipment.

8. Downtime penalty Clause : During the comprehensive warranty period, the uptime guarantee of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit, penalty of extension of guaranty period by two days for each additional day of down time will be enforced. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute.

If accessories/other attachment of the system are procured from the third party, the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

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

9. Risk Purchase : In case the tenderer on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort to risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the tenderer (from the payment on account of subsequent supply or performance security as the case may be) the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the ordered goods the supply order may be cancelled and Bid/EMD/Performance security deposit will be forfeited.

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

The supplier shall furnish the following certificate to Administrative Officer, AIIMS, Bhubaneswar.

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

11. Delivery & Installation: All the goods ordered shall be delivered within **4 (Four)** week from the date of issue of supply order/ acceptance letter. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. The acceptance of the Supply order (invariably sent by E-

Signature of Tenderer & Seal

Mail) should be furnished with 7 (seven) days from the date of issue failing which it shall be construed that the firm has accepted the Supply Order.

If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.

12. Performance Security: (a) The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar". The security deposit can be forfeited by this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security should be kept valid upto 60 days after completion of obligations (including warranty period) under the contract.

(b) The Tenderer shall have to execute a Contract Agreement with AIIMS, Bhubaneswar while accepting the Supply order.

13. Payment Term:

- 70% payment of the total order value shall be released after the successful installation & Commissioning of the ordered goods against submission of the test report & on furnishing of Performance security & execution of Contract Agreement.
- Balance 30% of the order value shall be released after one month of successful installation & Commissioning of the item and basing upon the report of satisfactory functioning to be furnished by the User Department.

14. Bidder shall submit the Tender document and addenda thereto, if any, with each page signed with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document.

15. Compliance sheet of the Technical Specification of the goods under due signature & Seal with Technical printed literature must be enclosed with the bid.

16. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the lowest Price.

17. Conditional Bids will be treated as unresponsive and therefore may be rejected.

18. *The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.*

19. TENDER EVALUATION

Tenders evaluation will be done in **two stages**:

- a. Technical bid and
- b. Financial bid.

Each bid to be submitted in separate sealed envelopes super-scribed "Technical Bid" and "Financial Bid" respectively mentioning therewith the name of Goods/Services. All these 2

Signature of Tenderer & Seal

envelopes along with envelope containing EMD should be put in another envelope marked as **“Tender for Thoracic Spine Surgery Set for AIIMS, Bhubaneswar”** sealed with sealing wax.

A) TECHNICAL BID:

The firm should submit the technical bid in a sealed cover separately super-scribed **“Technical Bid for Thoracic Spine Surgery Set”** along with Name and address of the Bidder. Technical bid should contain information and copy of documents as required in Chapter – IV.

The Committee constituted by the Competent Authority shall evaluate the Technical Bid on the basis of Specification as per Chapter-III & documents/ information furnished as per Chapter-IV, Make/Brand quoted; literature enclosed, sample submitted wherever asked, Demo displayed wherever required, the authorisation letter from manufacturer for the item etc. The items accepted in Technical Bid will only be considered for evaluation of financial bid. Price should not be quoted with Technical Bid, otherwise the tender will be rejected without any correspondence.

B) FINANCIAL BID:

Financial Bid should be submitted in a separate sealed envelope super-scribed with the words **“Financial Bid for Thoracic Spine Surgery Set”** along with Name and address of the Bidder.

The price should indicate cost on mentioned at Para /clause 3 above. Offers with price variation clause will not be accepted. The rates quoted in ambiguous terms such as “Freight on actual basis” or “Taxes as applicable extra” or “Packing forwarding extra” will render the bid liable for rejection.

20. Applicable Law:

- The contract shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided through recordal evidence.

Signature of Tenderer & Seal

Chapter- III - Specifications and Allied Technical Details

Technical Specifications for Thoracic Spine Surgery Set

(To be submitted on the letterhead of the company / firm)

S. NO.	Name of instrument	Quantity
1	Backhaus towel Clamp 135 mm	4
2	Backhaus towel Clamp 90mm	4
3	Scalpel handle No.7 long 160 mm	02
4	Scalpel handle No.3, 125 mm	02
5	Scalpel handle No.4, 135 mm	02
6	Scalpel handle No.7, bayonet shaped ,210 mm	02
7	Tungsten carbide Metzenbaum Scissors, Curved tip, 180mm	02
8	Tungsten carbide Metzenbaum Scissors, Curved tip, 145mm	02
9	Tungsten carbide Kilner Scissors, Curved tip, 125mm	02
10	Tungsten carbide Mayo Scissors, Curved tip, 170mm	02
11	Ligature Scissors, Curved 145mm	02
12	Adson Tissue Forceps, toothed, length 145mm	02
13	Adson forceps 1x2 Teeth 120 mm	01
14	Debakey Atraumatic forceps, 2.0mm tip, Straight, 200mm	01
15	Adson Forceps, Fine Serrated Jaws, 120mm	01
16	Fine delicate Waugh tissue forceps 180 mm (toothed)	02
17	Fine delicate Waugh tissue forceps 200 mm (toothed)	02
18	Semken Forceps standard, 1x2 Teeth,150 mm	01
19	Lucae Bayonated Serrated tip Forceps toothed 140 mm	01
20	Lucae Bayonated Serrated tip Forceps non-tooth 140 mm	01
21	Adson bayonet forceps, non toothed, 180mm	02
22	Gruenwald bayonet forceps, 200mm, Non Toothed	01
23	Gruenwald bayonet forceps, 160mm, 1*2 Teeth	02
24	Halsted-Mosquito Forceps curved125mm	08
25	Tungsten carbide Baby Crile-Wood Needle Holder serrated 150mm	02
26	Tungsten carbide Debakey Needle Holder very fine 180 mm	02
27	Tungsten carbide Crile-Wood Needle Holder serrated 145mm	02
28	De Bakey Needle Holder, 180 mm	02
29	Adson needle holder fenestrated, serrated, 180mm	01
30	Ryder needle holder 195 mm	01
31	Ferguson Suction cannula, diam 1.5 mm, working length 110 mm	02
32	Ferguson Suction cannula, diam 1.5 mm, working length 160 mm	02
33	Ferguson Suction cannula, diam 2.5 mm, working length 110 mm	02
34	Ferguson Suction cannula, diam 2.5 mm, working length 130 mm	02
35	Ferguson Suction cannula, diam 4 mm, working length 110 mm	02
36	Ferguson Suction cannula, diam 3 mm, working length 160 mm	02
37	Ferguson Suct.Cann, diam 5mm, working length 130mm	02
38	Self retaining Hemi Laminectomy retractor sharp 280 mm (right and left)	01 each (TOTAL 2)
39	Adson self retaining Laminectomy retractor 320 cm, Semi Sharp tooth with joint	01
40	Anderson Adson self retaining Laminectomy retractor 190 mm Sharp	02
41	Norfolk & Norwich self retaining Laminectomy retractor 220 mm Blunt tooth	01
42	Adson self retaining Laminectomy retractor 265 mm Sharp tooth	02

Signature of Tenderer & Seal

43	Weitlaner self retaining retractor 195 mm sharp	01
44	Weitlaner self retaining retractor 195 mm blunt	01
45	Anderson Adson baby self retaining retractor with joint 165 mm semi sharp	02
46	Adson-Baby Retractor, with Joint, 140 mm	02
47	Mollison self retaining Retractor, 140 mm	01
48	Jafferson Retractor, 140 mm	01
49	Scoville haverfield self retaining laminectomy retractor complete set with different sizes of blades	01
50	Beckmann- eaton self retaining laminectomy retractor 320mm, with joint	02
51	Freer Periosteal elevator 185 mm, (sharp/blunt) double ended tip	02
52	Ryder needle holder 180 mm	01
53	Langenbeck periosteal elevator 190mm, 17mm tip.	02
54	Seldin perosteal elevator 195mm, broad tip	02
55	Adson Periosteal elevator 170 mm with 7 mm curved sharp tip	01
56	Adson Periosteal elevator 170 mm with 8 mm tip sharp	02
57	Cobb s rasparotory , 280 mm ,19mm & 26 mm	1 each (total 2)
58	Love Nerve Root Retractor 210 mm	01
59	O'Connell Double ended Nerve Root Retractor 220 mm	01
60	Stille Bone Rongeur Curved 230 mm Round tip	02
61	Luer Stille Bone Rongeur Straight 225 mm	01
62	Alexander Bone Rongeur 140 mm	01
63	Lempert bone rongeur 155mm, 2mm bite	01
64	Frykholm bone rongeur 240 mm	02
65	Stille Ruskin bone rongeur 240 mm curve tip	01
66	Rottgen Ruskin Bone Rongeur 240 mm curve tip	01
67	Echlin 230mm, 3*10mm jaw	01
68	Kerrison Punch, 130 Degree Up, 1.5mm, 200mm	01
69	Kerrison Punch, 130 Degree Up, 2mm, 200mm	01
70	Kerrison Punch, 130 Degree Up, 3mm, 180mm,Regular	01
71	Kerrison Punch, 130 Degree Up, 3mm, 200mm, Thin plate	01
72	Kerrison Punch, 130 Degree Up, 4mm, 180mm, Regular	01
73	Kerrison Punch, 130 Degree Up, 4mm, 200mm,Thin plate	01
74	Kerrison Punch, 130 Degree Up, 5mm, 200mm,Regular	01
75	Kerrison Punch, 130 Degree Down, 2mm, 180mm	01
76	Kerrison Punch, 130 Degree Down, 3mm, 180mm,Reg	01
77	KERRISON 90DG-UP, 2MM 180MM	01
78	KERRISON 90DG-DWN, 2MM 180MM	01
79	KERRISON 90DG-UP, 3MM 180MM	01
80	KERRISON 90DG-DWN, 3MM 180MM	01
81	KERRISON 90DG-UP 4MM 180MM	01
82	KERRISON 90DG-DWN 4MM 180MM	01
83	KERRISON 90DG-UP 5MM 180MM	01
84	KERRISON 90DG-DWN 5MM 180MM	01
85	KERRISON 90DG-DWN 1MM 180MM	01
86	KERRISON 90 DEG UP 1MM 180MM	01
87	Langenbeck Retractor, 63x20mm, Length 210 mm	02
88	Langenbeck Retractor, 43x13mm, Length 229 mm	02

Signature of Tenderer & Seal

89	Tonnis dissector, 240mm	01
90	Penfield, no1, double ended Dissector 175 mm	01
91	Penfield, no1, double ended Dissector 195 mm	01
92	Penfield, no 3, double ended dissector 195 mm	01
93	Penfield Dissector no 4, dissector 205mm	01
94	Davis Dissector, Double Ended, 245 mm	01
95	Pennybacker probe dissector 230mm	01
96	Inge Lamina spreader, 170 mm length and 6 mm tip	01
97	Cushing Disc Rongeur, 180 mm ,Straight, 2mm	01
98	Casper Disc Rongeur, 155 mm, up bite, 2mm	01
99	Casper Disc Rongeur, 155 mm down bite, 2mm	01
100	Casper Disc Rongeur, 155 mm Straight, 4mm	01
101	Casper Disc Rongeur, 155mm, 150 degree Upward, 4mm	01
102	Casper Disc Rongeur, 155 mm, 150 degree down, 4mm	01
103	Love- GruenwaldRongeur, 180 mm, 150 degree Upward, 3mm	01
104	Love- GruenwaldRongeur, 180 mm, straight, 3mm	01
105	Love- GruenwaldRongeur, 180 mm, 150 degree down, 3mm	01
106	Casper Disc Rongeur, 185 mm, 150 degree Downward, 5mm	01
107	Casper Disc Rongeur, 185 mm, 150 degree up, 5mm	01
108	Casper Disc Rongeur, 185 mm, straight , 5mm	01
109	Casper Disc Rongeur, 210 mm Straight, 4mm	01
110	Casper Disc Rongeur, 185 mm Straight, 4mm serrated tip	01
111	Casper Disc Rongeur, 185 mm Straight, 4mm Serrated Tip, Upward	01
112	Casper Disc Rongeur, 185 mm Straight, 4mm Serrated Tip, Downward	01
113	Casper graft Tamper, 200 mm, 8mm	01
114	Stile osteotome, 205 mm, Thin plate, 15mm, straight tip	01
115	Stile osteotome, 205 mm, Thin plate, 15 mm, curve Tip	01
116	Stile Chisel, 205 mm, Thin plate, straight tip,10mm	01
117	Volkman Bone Curette, Double ended, 170 mm	01
118	Volkman Bone Curette, Straight, 170mm, 2.8mm,4.4mm	01 each (total 2)
119	Casper toothed bone Curette, 4 mm, 250mm	01
120	Casper Bone Curette, 5 mm, 250mm	01
121	Caspar Toothed bone curetee angled 3 mm	01
122	Casper Exploration nerve Hook, long-probe end, 90 degree Tip, 245 mm	01
123	Yasargil tumor forceps bayonet with of Jaw 3 mm, 220mm long	01
124	Yasargil tumor forceps bayonet with of Jaw 5 mm 220mm long	01
125	Yasargil tumor forceps bayonet with of Jaw 5 mm 165mm long	01
126	Cairns Dural Hook 130 mm	01
127	Curette, bayonet, for disc space peraration, 240 MM, FORWARD ST , SIZE 1, 2	1 EACH (TOTAL 2)
128	Curette,bayonet, for disc space peraration, 240 MM, FORWARD DOWN , SIZE 1, 2	1 EACH (TOTAL 2)
129	Curette, bayonet, for disc space peraration, 240 MM, BACKWARD DOWN , SIZE 1, 2	1 EACH (TOTAL 2)
130	Aneurysm needles	02
131	Mallet	01
132	Mallet with interchangeable plastic discs both ends light weight, 7 ¼"	01
133	Storage container for instruments Size-500-600mm x 200-300mm x 100-200mm	1

Signature of Tenderer & Seal

Chapter – IV

Inviting of Sealed Tender(s) for Supply and Installation of Thoracic Spine Surgery Set at AIIMS, Bhubaneswar

(To be submitted on the letterhead of the company / firm)

Sl no.	Details / Particulars	Submitted (Yes/No)	Page No
A	Name & Address of Tenderer with phone number, email, name and telephone/mobile(Mention in Letter head)		
B	Specify you are Company /Proprietorship / Partnership firm(Mention in Letter head)		
C	Name of Proprietor /Partner/Managing Director/Director.		
D	Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
E	Name, Address, Phone & Fax No. of Service Centre at Bhubaneswar or nearby.		
F	Whether the firm is a Registered firm 'yes/no'(attached copy of certificate)		
G	PAN No. (enclose the attested copy of PAN Card)		
H	Please Provide last 02 year IT Return copy (2014-15 & 15-16)		
I	Service Tax No. (enclose the attested copy of Service Tax Certificate)		
J	Sales Tax /VAT No. (enclose the attested copy of Sales Tax / VAT Certificate)		
K	Details of the Earnest Money Deposit (EMD) Rs. 50,000/- (Rupees Fifty Thousand only), FDR/BG No. ____ / dt. ____		
L	Details of the Tender Fee worth Rs.2,000/-(Rupees Two thousand only), Non refundable. (DD No. ____, dt. ____)		
M	Whether the Firm/Agency has signed each and every page of Tender/NIT		
N	Whether the firm is a registered firm under MSEs, SSI or NSIC (attached copy of certificate). And also to be mentioned it is owned by SC/ST Entrepreneurs		
O	Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof. <i>Please provide a notarized affidavit on Indian Non Judicial stamp paper of Rs.10/- that you have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil these criteria, your tender will be out rightly rejected.</i>		

Signature of Tenderer & Seal

P	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that (i) no case is pending the police against the Proprietor / partner of the Company (Agency).Indicate any convictions if any against the Company/firm/partner. (ii) proprietor/firm has never blacklisted by any organization.		
Q	List of Major Customer may be given on a separate sheet and proof of previous satisfactory supply, if any		
R	The name of items with specification and makes/brands of the items, indigenous or imported with name of manufacturer & address must be enclosed		
S	Please provide full list of consumables & Catalogue of Equipment		
T	Whether the items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed.		
U	Undertaking for providing CMC for 5 years after 5 years Warranty (CMC will be applicable only for Equipment).		
V	Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts whenever required at least for 5 years after completion of warranty/Guaranty.		
W	Any other information, if necessary		

Note:

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.
- The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "Not Applicable".
- Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be rejected.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date:

Place:

(Signature of the bidder with seal)

Signature of Tenderer & Seal

Chapter-V- Financial Bid

(To be submitted on the letterhead of the company / firm)

Sl. No	Name of Item	Quantity	Rate Per Unit	Vat/Taxes etc.	Amount (including All Taxes)
1.	Thoracic Spine Surgery Set	As per Chapter-III			

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. Unit rate should be quoted for each item.
5. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

Signature of Tenderer & Seal

Chapter – VI

CONTRACT AGREEMENT

Contract Agreement No. :-

This agreement is made at **Bhubaneswar** on _____ 2017 between **Director, AIIMS, Bhubaneswar, AIIMS Bhubaneswar**, having its office at **Sijua, Patrapada, Bhubaneswar-751019** (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), the **First Party**.

AND

M/s _____ (hereinafter called the “Supplier/Contractor” which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.), the **Second Party**.

Whereas AIIMS, Bhubaneswar is desirous that certain Supplies to be made/ installed for use by AIIMS, BBSR i.e. _____ hereinafter called the “The Supply” and has accepted a Bid submitted by the Supplier/contractor for the execution and completion of such Supply/Installation as well as guarantee of such works and the rectification of defects therein.

Now this agreement witnesses as follows:-

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement Viz.
 - (a) Notice Inviting Tender, Eligibility Criteria & Instruction to Bidders (NIT, Eligibility Criteria & ITB).
 - (b) General Conditions of Contract (GCC).
 - (c) Special Condition of Contract.
 - (d) Technical Specification.
 - (e) Technical and Financial Bid.
 - (f) Clarifications of Pre Bid queries during first call and amendment/ corrigendum during first call, if any
 - (g) Financial Bid amendment / corrigendum on technical specifications.
 - (h) All the correspondence till award of contracts i.e. Notification of Award, Performance Bank Guarantee etc.
 - (i) Supply order
 - (j) Payment Term : as per Terms & Condition of the Tender document clause No.13
 - (K) Uptime guarantee & Downtime penalty Clause :as per Terms & Condition of the Tender document clause No.07 &08
3. In consideration of the payment to be made by AIIMS, Bhubaneswar to the Contractor as hereinafter mentioned, the Contractor hereby covenants with AIIMS, Bhubaneswar to execute and complete the Work by _____ from the date of commencement i.e. _____ and rectification any defects therein in conformity in all respects with the provisions of the Contract.
4. AIIMS, Bhubaneswar hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and remedying of defects therein, the total Contract Price of Rs. _____ (Rupees _____ only) being the sum stated in the **Supply Order** subject to

Signature of Tenderer & Seal

such additions thereto or deductions there from as may be made under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. Obligation of the Contractor.

- (a) The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- (b) In witness of whereof the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of
the Contractor

Signature of the
Authorized Official

Name of the Contractor
Stamp / Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

On behalf of the Contractor in the
In the Presence of

Witness _____
Name _____
Address _____

For and on behalf of
Director, AIIMS, Bhubaneswar

Signature of the
Authorized Official

Name of the official
Stamp / Seal

By the Said

On behalf of the Director
AIIMS, Bhubaneswar in the
presence of

Witness _____
Name _____
Address _____

Signature of Tenderer & Seal