

Open Tender document for Cryocautery apparatus (OBG)

OFFICE OF THE DIRECTOR
GOVERNMENT INSTITUTE OF MEDICAL SCIENCES
Kasna, Greater Noida, GautamBuddh Nagar,
(UTTAR PRADESH)

E- TENDER FORM

Tender No. :- GIMS/7301/Equipment/2018/Open-tender/19/OBG

Name of the Equipment / Product to be procured	Annexure
Tender cost (Non- refundable)	Rs. 1000/- GST @ 18%
Earnest Money deposit (Refundable)	3500 /- (Three thousand five hundred rupees only)
Tender publication Date	03/01/2019
Date of pre –Bid meeting for suggestions to be considered. (Venue & Time)	
Bid submission w.e.f. Date	
last date of Bid submission	20/01/2019
Bid opening date	21/01/2019
Place of opening of technical bid and address for communication	Office of the Director, Govt. Institute of Medical Sciences, Greater Noida, Gautam Buddha nagar.

Note :-Concessions to MSME/NSIC certified vendor will be available as per clause No. A & B

- A) The bidders registered with MSME (Micro Small & Medium Enterprises) or Small Scale Units which are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of document cost & bid security. A proof regarding bid security to the extent of their monetary limit. In case of bidders having monetary limit exceeding Rs. 50 Lakhs, the exemption will be limited to Rs 50 lakhs (Rupees Fifty lakhs) only. If the amount of the bid security specified above is more than monetary limit of any bidder, then such bidder needs to furnish Bid Security for the differential amount (i.e. Bid security amount mentioned above minus their monetary limit subject to the maximum of Rs. 50 lacs) in the manner specified in clause no.5.0 section-II. Authenticated copy of valid NSIC registration, items covered in the registration & monetary ceiling of each item as proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents. An affidavit in this regard has to also to be submitted that bidder is following all the guidelines issued by NSIC and bidder is not exceeding the limit assigned by NSIC. The NSIC certificates having monetary limit as ‘_NO LIMIT’, ‘_Without Limit’ will not be treated as valid certificate.
- B) If a vendor registered with MSME/ NSIC under single point registration scheme claiming concessional benefits are awarded work by GIMS and subsequently fails to obey any of the contractual obligations, the bidder will be debarred from any further work/ contract by GIMS for one year from the date of issue of such order

Director
Govt. Institute of Medical Sciences,
Greater Noida,
Gautam Buddha nagar.

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To,

Director,
Govt. Institute of Medical Sciences,
Greater Noida,
Gautam Buddha nagar.

Dear Sir,

1. Having examined the condition of contract and specifications I/we, undersigned, offer to execute the work of procurement of Medical Equipments for Ophthalmology in Govt. Institute of Medical Sciences, Greater Noida, Gautam Buddha nagar in conformity with conditions of contract and specifications as may be ascertained in accordance with the offer of prices attached herewith and made part of this bid.
 2. I/we undertake, if our bid is accepted, I/we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
 3. I/we undertake, if my/our bid is accepted, the rates for carrying out the work finalized by GIMS at the time of agreement shall be valid for a period of one year from date of signing the agreement.
 4. If my/our Bid is accepted, I/we shall submit the securities as per the conditions mentioned in the contract.
 5. I/we have deposited EMD as per NIT. Earnest Money may be forfeited in case I/we do not accept the work after award of work to me/us.
 6. I/We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Technical Bid) and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
 7. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
 8. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
 9. I/We understand that you are not bound to accept the lowest or any bid, you may receive.
- Dated

this.....day of.....2019

Signature :

Name :

In the Capacity of :

Duly authorized to sign the bid for and on behalf of :

Witness Signature :

Name :

Address :

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LETTER OF SUBMISSION

Tender Notice No: :- **GIMS/7301/Equipment/2018/Open-tender/19/OBG**

Date:

Contractor's
Full Name & Address
of the Bidder in
Addition to Post Box No. if any should be
quoted in all communications for the office

Telegraphic Address

Tel. Phone No.
STD code Used.....

From,

.....
.....
.....
.....

To,

The Director
Government of institute of Medical Sciences
Greater Noida, GauthamBudha Nagar.

Dear Sir,

I/We have hereby offer to supply the stores detailed in the schedule hereafter or such portion thereof as you may specify for the price given in the said schedule and agreement to hold his offer open tillI /We shall be bound by a communication of acceptance dispatched within the prescribed time.

I/We have understood the instructions to Bidder and the terms & Conditions of contract and therefore, thoroughly examined the specifications / drawings and /or / pattern quoted in the schedule here to and am / are fully aware of the stores required and my /our offer is to supply stores strictly in accordance with the specifications and requirement.

Yours Faithfully,

(Signature of Bidder)

Full Address

Signature of Witness

Address:

Dated:

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OFFICE OF THE DIRECTOR **GOVERNMENT INSTITUTE OF MEDICAL SCIENCES**

Greater Noida, Gautam Buddha Nagar.

TENDER TERMS & CONDITIONS AND INSTRUCTIONS

01	Unconditional warranty / Guarantee for 5 years to be declared by OEM (Original Equipment Manufacturer)/tenderer from the date of installation. The Warranty / Guarantee must cover all parts of the equipment except consumable only.
02	An undertaking from the tenderer/OEM that the equipment is of the latest of technology and till date no revised or amended version has been launched and the spare parts will remain available for at least next 10 years
03	<p>The price bid should strictly be in the format as specified in e-tendering. If space is found inadequate, the separate sheet may be added, but the same should be as per above format.</p> <p>Cost of equipment with warranty & Guarantee for 5 years as declared by OEM/tenderer and quoted CMC for 5 years after warranty period i.e. 6th year to 10th years from the date of installation is mandatory. If, the warranty is offered less than 5 years, the L1 will be decided by adding the quoted CMC of subsequent years totalling to 5 years.</p> <p>The cost should be quoted with 5 years comprehensive warranty (including all spares, batteries, circuit and other accessories)</p>
04	<p>Details of after sale service support should be provided which will include the followings:</p> <p>(a) Corresponding address of service centre</p> <p>(b) Telephone No.(Office)</p> <p>(c) Name of Service Engineers along with mobile number & e-mail address</p>
05	List of installations for the offered equipment/items only, instead of allied/other range of equipment in India along with performance report duly signed and stamped by the user(s) may be provided with the tender documents.
06	Software up gradation, if needed, will be provided free of cost during warranty & CMC.
07	<p>CMC rate will be quoted by the bidders including spare parts for a period of 5 years i.e. from 6th to 10th years, applicable after expiry of 05 years warranty period. If the rates of CMC are not clarified by the bidders, their offer will not be considered for comparison of price and will be treated as cancelled.</p> <p>The company should quote cost of 5 years CMC , which should not be more than 5% of the quoted model with not more than 5% escalation [per year after completion of CMC period]</p>
08	The firm may be required to facilitate the copy of supply order of any Govt. Institute as mentioned in the installation list in the tender, to justify the tendered rates.
09	<p>The firm will provide an affidavit to this effect that "THIS IS TO CERTIFY THAT THE RATES QUOTED for TO GIMS, GREATER NOIDA IS THE LOWEST. WE HAVE NOT QUOTED/ SUPPLIED AT LESSER PRICE TO ANY ORGANISATION WITH THESE SPECIFICATIONS. IN CASE OF NON-SUPPLY IN INDIA, THE AFFIDAVIT TO THIS EFFECT WILL HAVE TO BE SUBMITTED BY THE FIRM. WE FURTHER AGREE THAT IF ANY PRICE DISCRIPANCY IS FOUND AT A LATER DATE, WE WILL BE LIABLE TO REFUND THE DIFFERENCE".</p>
10	Subletting of the tender to the sub-distributor is not permissible and, if subletting is found, the EMD, submitted by tenderer, will be forfeited. If the same item is quoted by the principal and one or more distributors of same principal firm in support, the same will be treated as alternate/pooling of tender who will be liable to be rejected and the firms shall be debarred from future business. If, the offer is submitted by two dealers/ distributors of same principal firm, the offer will be treated as pooling which will not be accepted and the submitted EMD will be forfeited.

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11	<p>(A) The tenderer shall submit their bids offline as specified in https://www.Gims.ac.in/tenders. The tender fee (Annexure – II)</p> <ol style="list-style-type: none"> a) Account Number- 6660000100006418 b) Name of Account — Director, GIMS c) Name of Bank and Branch- Punjab National Bank, Branch GBU d) IFSC Code- PUNB0666000 <ul style="list-style-type: none"> • Earnest Money Deposit (EMD) will be deposited by DD / FDR/ Banker's Cheque / EMD proof of the same must be attached with the technical bid:
	<p>(B) For online refund of EMD, following details be provided by the bidders in technical bid:</p> <ol style="list-style-type: none"> a) Tender number b) Name of equipment c) Amount of EMD d) Name of Bank and Branch e) IFSC Code f) Name of account g) Account number in which EMD amount is to be credited
12	<p>The tender terms and conditions in the offer be clearly typed giving the full name and address of the tenderers. The tenderers should quote in figures as well as in words the rates and amount tendered by him/them. The tender should be signed by the authorized tenderers or his/their authorized agent on his/their behalf. In case, the tender is signed by the agent, the authority letter in his favour shall be enclosed with tender documents. The latest authority letter should be on original letter head of the OEM with original signature</p>
13	<p>Tenders should be submitted in two-bid system consisting earnest money, tender fee, technical offer & price bid. The proof of online submission of tender fee & EMD should be submitted in first part along with technical bid and price bid be submitted in second part. The EMD amount to be submitted is as per ANNEXURE –I given below</p> <p>The Price Bid should be in the following format:</p> <ol style="list-style-type: none"> (a) Cost of equipment/item with warranty for 5 years declared by OEM/tenderer. (b) Cost of Standard/essential accessories of equipment to be required for functioning of equipment, as per tendered specifications. (c) Post warranty quoted CMC cost (including Govt. levies) for five years. <p>Total of a+ b+ c will be taken into consideration for price comparison purpose.</p> <p>The price list of consumables, if any, must be submitted in the price bid, which may be frozen for 5 years from the date of installation of equipment. The firm will provide an undertaking, stating that if there is any downward revision in rate of consumable during frozen period is found, the same will be passed on to the Institute.</p> <p>The price list of optional accessories, if any, other than the standard / essential part of the equipment, should also be submitted.</p>
14	<p>The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.</p>
15	<p>Delivery schedule with definite date of delivery at destination taking into cognizance of transit facilities must be indicated. This contractual delivery date/period should be inclusive of all the lead-time. The delivery date, as mentioned in the supply order will be binding to abide by vendors.</p>
16	<p>The tenderers should clearly state whether he/they are manufacturer, accredited agents (declared by principal firm only). The name of Principal should be superscripted on top of the bid. The tender submitted by third party and subletting of tender will not be entertained (Please also refer point no.10).</p>
17	<p>The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions of tender. No Enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.</p>
18	<p>The quantity shown in the schedule may increase or decrease depending upon the actual requirement at the time of issuance of supply order</p>

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19	The tenderer shall specify after sales services facilities within the Guarantee/Warranty and CMC period. The warranty period will be extended twice of the period during which the instruments remain out of order.
20	The tenderer shall also confirm the Installation, Commissioning, Demonstration and Training, if required, to the concerned department under intimation to The Joint Director (MM) of the Institute. Demonstration mandatory at GIMS hospital premises at OEM cost.
21	The tenderer shall submit the pre-requisite information like Civil works/ Electrical details etc. All necessary requirements along with the offer, in order to make the equipment functional and any subsequent request on post supply order will not be entertained.
22	The Institute reserves the right to cancel/reject in full or part of the tender without assigning any reason thereof.
23	Any action on the part of the tenderer to influence anybody of the Institute will lead to rejection of the tender.
24	The tenderers shall submit the offer offline. Hard copies of the tender documents should be submitted via Post or Drop in tender box in the GIMS, Gr Noida.
25	In the case of placement of Purchase Order, the vendor (the tenderers whose tender is accepted) shall have to confirm the purchase order within 7 days from the date of the dispatch of purchase order otherwise it will be deemed that offer is acceptable to the firm. Notwithstanding any other provision, the terms & conditions and any other items given in the Purchase order will be treated as binding with "Errors & omission Expected" basis. However, if the supplier notices any mistake in the contentions of the order, he must bring the same to the notice of the Institute and seek clarifications. Supplier will have to bear the responsibility for failure to take this action.
26	The Institute may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered in the specifications or drawings. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment of price/delivery, where requires on a reasonable basis by mutual agreement in writing which should be communicated.
27	The tenderer should furnish performance bank guarantee @5% of the order value or FOB value at the time/ before shipment or supply of goods excluding consumable nature of item. The PBG submitted will be valid for a period of 63 months to 66 months from the date of installation. This PBG will be returned to the firm on submission of PBG / security money @ 5% of total CMC Value of 5 years which will be valid till expiry of CMC period.
28	The Institute reserves the right to cancel the purchase order in full or part thereof and shall be entitled to revise the contract wholly or partly in part by a written notice to the vendor, if :- <ul style="list-style-type: none"> • The vendor fails to comply with the terms of the purchase order including specifications and other technical requirement. • The vendor becomes bankrupt or goes into liquidation. • The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly. A receiver is appointed for any of the property owned by the vendor
29	Upon receipt of the said cancellation notice, the vendor shall discontinue all works of the purchase order and matters connected with it.
30	Earnest Money be paid as per details mentioned on point no.11 above. <ol style="list-style-type: none"> I. Non-compliance of terms & conditions of the tender and/or supply order may amount forfeiture of EMD. II. The EMD of unsuccessful bidder will be released immediately once the tender is finalized. The EMD of successful bidder will be released after execution of supply order satisfactorily.
31	The tenderers shall submit the required tender fee (non-refundable) for Rs. 1180/- i.e. Rs.1,000/- +Rs.180/- as GST@18% (Rupees One Thousand Only + One Hundred Eighty as GST@18%) online in favour of Director, GIMS, as per the details given in Clause no. 11. The proof of online submission should be submitted in first part i.e. technical bid.

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32	Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labor and/or variations in taxes, duties and other levies on raw materials and components that may take place while the order is under execution even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
33	For indigenous goods the price should be on F.O.R. GIMS Central Stores basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of GST should be clearly indicated wherever chargeable. The GIMS is not eligible to issue 'C' or 'D' Form.
34	<p>Prices will be quoted on FOB as well as CIF GIMS Central Stores (Insurance from firm's warehouse to GIMS warehouse basis) for imported goods. Indian Agency commission / rebate payable to Indian Agent, if any, shall be shown separately and that will be payable in equivalent rupee directly to Indian Agent as per declaration furnished by foreign suppliers. The Institute reserves the right to get their goods air-freighted/Sea freighted & air insured/marine insured up to site. The Indian Agency Commission payable to Indian agent should be declared directly by the manufacture and not by Indian agent.</p> <p>CUSTOM CLEARANCE: After arrival of the goods at New Delhi Airport /The Port of Clearance, Indian agent or Indian subsidiary of the principal firm will solely be responsible for getting the material cleared from customs. Institute will provide all custom documents for custom clearance on the demand of firm. Transportation from New Delhi/Port of Landing to GIMS Central Stores is also the responsibility of the firm. All charges/ expenses incurred in this process will be reimbursed to firm after submitting the bill along with documentary proof in original if claimed. Please note that the freight forwarder or clearing agent should be approved from IATA.</p> <p><u>NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM DUTY/CUSTOM CLERANCE/ FREIGHT / INSURANCE ETC.</u> The certificate to this effect will be provided that the rates charged are as per IATA. FIATA and does not contain any item other than ordered by the Institute.</p>
35	The offer of the tenderers shall remain valid for a period of at least 180 days from the date of opening of the tender.
36	<p>All goods or materials shall be supplied by the tenderers whose tender is accepted, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated any alterations of those conditions shall not be made without the consent of the Institute in writing which must be obtained before any work against the order is commenced.</p> <p>All material furnished by the seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Institute) will be guaranteed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faculty design (to the extent such design is not furnished to the Institute) workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects with all operating conditions, if any , specified in this order.</p> <p>In case of import, the suitable action will be initiated against the principal firm & tenderer, if equipment is not found in accordance with the specification as laid down in the supply order.</p>
37	The Equipment supplied shall carry an unconditional standard warranty for 5 years (60 months) to be declared by OEM from the date of satisfactory Installation and commissioning of the equipment. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time from the date of Installation, the same shall promptly as possible make such alteration, repairs and replacement as soon as notified thereof, the seller shall at his own expenses and as promptly as may be necessary to permit the materials functional in accordance with the specification and to fulfil the foregoing guarantee/ warranty and the Institute will enter into CMC agreement from six to ten year (6th years to 10th years) at the time of release of order which shall form the part of the order.
38	The Institute may at his option, remove such defective materials at the seller's expense in which event the seller shall, without any cost to the GIMS and as promptly as possible, furnish and install proper materials, repaired or replaced materials shall be similarly guaranteed for a period as per OEM not less than 12 (twelve) months. However, the basic spirit of warranty & guaranty of the equipment as tendered will

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	remain unchanged.
39	In the event that the materials supplied do not meet the specifications and are not in accordance with the drawings, data sheets or the terms of this order, rectification is required at site, the GIMS shall notify to the seller giving full details of differences. The seller shall attend the site, within seven days of receipt of such notice to meet with representative of the GIMS for the action required to correct the deficiency.
40	If the seller fails to attend meeting at site within the time prescribed above, the GIMS shall immediately get the same rectified the work/materials and seller shall reimburse the Institute all costs and expenses incurred by the GIMS in removing such trouble or defect.
41	100% payments shall be released within 30 days from the date of satisfactory report /installation report of materials (whichever is applicable), in case of indigenous materials. Whereas necessary, performance bank guarantee @ 5% of the ordered value or FOB value shall be submitted by them to the Institute before arranging the delivery, as per Clause no. 27 above. Bank Guarantee be submitted through bank only. In case of Imported goods/equipment, the payment schedule will be as follows: <ul style="list-style-type: none"> • 75% will be released after shipment by negotiation. 25% will be released after satisfactory installation, commissioning & training issuance of certificate by the Institute.
42	The mode of payment will be through irrevocable letter of credit or International Bank draft. However, Indian Agency Commission or Technical Service charges would be paid in Indian rupee after satisfactory receipt & installation of goods at site duly verified by concerned HOD. Please note, in case of IBD, the original bank draft may be handed over to firm only after satisfactory receipt and satisfactory installation of the equipment.
43	Time delivery as mentioned in Purchase order shall be the essence of the order and no variation shall be permitted except with prior authorization in writing from Purchaser.
44	In the event of delay in making delivery on the part of the vendor, it will be at purchaser's discretion to receive delivery with a reduction in price of the article/ or equipment.
45	Forced majeure shall mean and be limited to the Following: <ol style="list-style-type: none"> a) Any war/hostilities. b) Any riot or civil communication. c) Any earthquake, flood tempest, lightning or other natural physical disaster Any strike, or lock-out (only those exceeding ten continuous days in duration) affecting the performance of the seller's obligation.
46	The seller shall advise the GIMS by e-mail, for and followed by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the GIMS reserves the right to cancel the order and the provisions governing termination state under articles shall apply. For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the GIMS nor the seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. The seller shall categorically specify the extent of Force Majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the GIMS has the right to cancel the purchase order as whole or in part without liability of; cancellation charges. In the event of rejection of non-confirming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the GIMS may cancel the order.

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47	No Payment shall be made for rejected material nor would the tenderer be entitled to claim for such items.
48	Rejected items would be removed by the supplier from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the suppliers without any further notice.
49	In the case of not honouring the supply order, Sanjay Gandhi Postgraduate Institute of Medical Sciences, will have the right to impose penalty as deemed fit to resort to make purchase at the suppliers cost and risk may forfeit his security to make purchase at the suppliers cost and risk.
50	In the case of non-supply of stores within stipulated period, it will be at the discretion of the Sanjay Gandhi Postgraduate Institute of Medical Sciences to accept delivery with late delivery clause @ 1% per week maximum to the extent of 10% of the ordered value for delayed supply for indigenous item and 0.5% per week subject to maximum of 5% of FOB value in case of imported item.
51	All disputes and question, if any arise between the Institute and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole Arbitration, President of the Institute/Chief Secretary of the U.P. Govt. or his nominee. The decision of the sole arbitrator shall be final and binding upon both parties and subject to adjudication of Gautam Buddha Nagar Court. Place for arbitration shall be at Gautam Buddha Nagar (U.P.), India. Venue of such arbitration proceedings shall be the Institute. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this clause.
52	GST Registration certificate duly self-attested should also be enclosed. GST certificate or in absence of this certificate, tenderer can attach the copy of current return submitted along with the affidavit from a notary that the firm has never been black listed must be attached along with the tender documents failing which the tender will be rejected.
53	The Manufacturer or their Indian representative will ensure a proper after sales service as per our requirement from time to time, against the guarantee/warranty clause as per terms and conditions agreed under negotiations would be provided at our Institute without fail. Any negligence on this account shall be the sole responsibility of foreign vendor and the liability for compensation will be fixed by the Institute. An undertaking from the manufacturer that in the event of change of Indian Agent, the new agent will providing the CMC on similar terms and conditions or the manufacturer himself undertakes the responsibility of proving the satisfactory after sales services under such events. If the equipment is not rectified by the firm and the equipment is under breakdown for certain period, the Institute will impose the penalty clause for that period as deemed fit (twice the period, equipment remained breakdown).
54	The Price Bid of the technically qualified vendor will be opened on-line after technical evaluation is done.
55	Comprehensive offer would be finalized before placement of order either on comprehensive or semi / non comprehensive basis (with or without spare / consumables /accessories including labour charges) up to expected life span of the equipment by the Institute to the tune of 95% uptime of equipment that CMC will be effective after expiry of warranty period.
56	<p><u>Criteria of selection of product and comparative evaluation of rates</u></p> <p>In addition to clause No.03 & 13 above the criteria for deciding L1 would be as follow:-</p> <p>(a) The evaluation report of technical committee will be the final decision for selecting the firm.</p> <p>(b) If the product has been quoted in foreign currency, in that case the exchange rate prevailing on the date of last date of submission of tender would be taken into consideration for determination of L-1.</p> <p>(c) Finally the following will be considered for determination of L1:</p> <ol style="list-style-type: none"> i. Quoted FOB rates of the equipment with all standard and essential accessories as per specification with 5 years unconditional warranty. ii. Quoted CMC charges including taxes after expiry of warranty period from 6th to 10th year. iii. If the rates are offered in foreign currency, the quoted CIF (Freight + Insurance) charges+ 07% of FOB on account of custom duty, custom clearance, bank charges, freight etc. + IGST as quoted and applicable as per GST norm in price bid will be added for determination of

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	1.1 and If the rates are offered in Indian currency, the rates of GST quoted in price bid will be added for determination of L1”
57	<p>The price ranking will be carried out as under:</p> <p>(i) The exchange rate of the last date of submission of bid will be applicable for price ranking.</p> <p>(ii) The prices for optional items will be excluded for ranking purpose i.e.L1, L2 etc.</p> <p>(iii) After omitting 'optional items' ranking will be determined as under Total price: - Price with all accessories as per technical specification 4- quoted CMC Price (with spares) for five years after warranty.</p> <ul style="list-style-type: none"> • Date of currency conversion i.e. last date for submission of tender bid & this will be the comparison rate for the offer made in foreign currency of Financial Bid. (Annexure – IV) • Components to be taken into the consideration to the financial bid comparison (in case of import purchases) <ul style="list-style-type: none"> A. Basic cost as detailed in 56 C above and items quoted in 1NR, if any B. Cost of essential / standard accessories C. Warranty period of 5years, in case the offered rates is less than the required period then the cost of paid warranty to be loaded with a cost for left out period. D. Value of quoted CMC (Comprehensive Maintenance Contract) for next 5 year. A+B+C+D <p>Name of Part/ consumables / accessories not covered in the warranty period along with their cost be provided with the bid. These rates will be frozen for period of 5 years followed by yearly escalation up to the maximum extent of 10%, if requested (Please refer point no.13).</p> <p>The tenderer is expected to quote the rates on FOB as well as CIF, Central Store, GIMS Lucknow. All equipment with US FDA and European CE and BIS Certified will be preferred</p>
58	<p>The supplier will get the equipment/consignment cleared from the customs. The customs Duty and clearance charges as well as freight charges will be borne by the manufacturer/Indian representative at the time of clearance which will be reimbursed by the Institute on production of documentary evidence, where necessary. Also the insurance will be arranged by the firm effective from port of shipment to Central Stores, GIMS, Lucknow and the charges will be reimbursed by the Institute based on documentary evidence subject to the limit of tendered rates on this part.</p>
59	<p>If, the equipment is of foreign make and quoted in Indian currency (INR), the firm will have to submit the AWB or Packing list of manufacturer/principal firm or Cargo Arrival Notice (CAN) in support of import, pertaining to the Institute, if the order is awarded to him/them. The date of these documents will be preferably of later date of supply order.</p>
60	<p>As per Institute's requirement and tender terms, the equipment needs to remain functional during 05 years warranty as well as 05 years CMC period. Keeping this in view, the CMC (Comprehensive Maintenance Contract) in standard format would also be executed simultaneously with the qualified bidder/authorized service provider while issuing the supply order. The qualified bidder/authorized service provider will submit the draft of agreement on non-judicial stamp paper of Rs.100/-duly signed and stamped by the authorized signatory at the time of techno-commercial discussion.</p>

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61	<p>Criteria for price bid: The bidder must follow the following criteria for quoting the cost of equipment in second part i.e. price bid:</p> <ul style="list-style-type: none">(i) Should be quoted with 5-year comprehensive and unconditional warranty (including all spares, batteries, circuit and other accessories) and five year of comprehensive maintenance contract (CMC) thereafter.(ii) Warranty and CMC should include all spares/ accessories including preventive maintenance kits, batteries etc.(iii) Prices of all required consumables should be quoted along with their warranty period.(iv) Rate of consumables, if any, should be quoted separately and they will also be fixed for five years. These should not include any spares/ accessories.(v) In case of any breakdown, fault, repair should be undertaken within 48 hours of receipt of such information, failure to do shall make the company liable for a penalty by forfeiting the submitted Performance Bank Guarantee.
	<ul style="list-style-type: none">(vi) Only the manufacture or its Indian subsidiary can apply. In case there is no Indian subsidiary, only authorized dealers with original authorization letter mentioning authorization for sales as well as after sales services.(vii) For online refund of the EMD, the required details as per clause 11(B) above be provided by the bidder.(viii) Any rule / guidelines declared by the Government would prevail over the existing terms and conditions.
	<p><u>Note: Please Note that each tender should be quoted Separately if more than one tender is submitted, failing which the submitted tender will not be considered for opening of the same and liable to be rejected out rightly.</u></p>

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ANNEXURE - I

The EMD /DD for the equipment's are as follows:

S.N.	Name of the Equipment	Req. Qty.	EMD (Rs.)
1.	Cryocautery/ Cold coagulator/ Thermocoagulator for ablation of cervical lesions	1	3500/-
Grand Total=			
Amount In words =			

GOVERNMENT INSTITUTE OF MEDICAL SCIENCES (GIMS)
Phone: 0120-2341738 **E-mail:purchase@gims.ac.in**

Annexure – II

Technical Bid Part – A

Affidavit

I ----- s/o ----- resident of -----
----- Owner/Partner/Proprietor/Director of M/s -----
----- having its registered office at ----- do hereby
solemnly affirm and declare the following: -

That our Firm/organization/company namely M/s -----has
never been black listed by any of our clients or by any government department.

Deponent

Verification

Verified at ----- on the ----- date ----- that the
contents of the above affidavit are true and correct to the best of my knowledge and
belief.

Deponent

Technical Bid Part – A

Affidavit

I ----- s/o ----- resident of -----
----- Owner/Partner/Proprietor/Director of M/s -----
having its registered office at ----- do hereby solemnly
affirm and declare the following:-

That there is no ongoing criminal case / vigilance enquiry / labour dispute against the
firm/organization/company or its owners/ partners/ proprietors/directors and he/she has never
been convicted by any Hon'ble Court of law.

Deponent

Verification

Verified at ----- on the ----- date ----- that the
contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

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Annexure - IV

Affidavit

(Notarized on Rs 100.00 Non judicial stamp paper)

Reference:

I (Name of the signatory) S/o or D/o Father's name, Designation of the signatory with (Name of the Company) with its office at (Address of the Head Office of the coy) do hereby solemnly affirm and declare the following:-

The Tenderer does not have any relation with the person authorized to evaluate technical / Price Bid or involved in finalization of the Tender or will decide use of the tendered items / services.

Place:

Date:

Deponent

Verification

Verified at ----- on the ----- date ----- that the contents of the above affidavit are true and correct to the best of my knowledge and beliefDeponent

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Annexure - V

SECTION-IV

FINANCIAL BID

PART B

Requirement:

S.N.	Name of the Equipment	Req. Qty.	Price (Rs.)
1.	Cryocautery/ Cold coagulator/ Thermocoagulator for ablation of cervical lesions	1	
Grand Total=			
Amount In words =			

Government Institute of Medical Sciences,
Kasna, Greater Noida, Gautam Buddha Nagar, U.P.

GIMS Technical Specifications of Cryocautery/ Cold coagulator/ Thermocoagulator for Ablation of cervical lesions

1. The treatment method of the unit should be based on thermal contact & no current should flow through the patient
2. The unit should be able to destroy the abnormal cervical cells using heat therapy probes
3. The treatment method of the unit should take place in a Low temperature range between 60°C to 120°C based on several application/ location of use
4. The procedure should be non-invasive, fast & safe in nature
5. The therapy probe should be autoclavable up to 134° (& made from stainless steel)
6. Therapy probe should have temperature sensor inside the probe head which guarantees precise regulation
7. Probe head should be Teflon coated to prevent adhesions of tissue
8. The weight of unit should not exceed 4.5 Kg
9. It should be supplied with following accessories
 - i. The main unit with power cord----1 No
 - ii. Autoclavable instrument cable with coupling plvg. silicon length 1.5 Mtr----1No
 - iii. Therapy probe for large lesions ----1 No
 - iv. Therapy probe for CIN I---3 treatment –1 No
10. Certifications Data – European CE and USFDA approved

Essential Criteria

1. European CE and USFDA approved
2. Demonstration mandatory at hospital premises at OEM cost
3. The unit and all accessories should be covered with 5 year comprehensive warranty (including spares, accessories and labour) commencing from the date

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of issue of installation certificate with 5 year CMC after expiry of warranty (including spares, accessories and labour).

4. CMC offered for the quoted equipment should not be more than 5% of the quoted model with not more than 5% escalation per year after completion of CMC period
5. CMC offered for the quoted equipment must be on OEM letterhead or OEM authorized dealer/ distributor's letterhead for further years.
6. Company should give undertaking regarding the availability of spare parts of the quoted model for next 10 years.
7. Company should have minimum 5 installations based in India with regional after sales service centres of the principle company in the northern region.
8. List of users for the quoted item with contact no. should be provided
9. Photocopy of purchase order along with terms and conditions of contract received from any Govt/Public sector institution in last 2 years for supply of offered equipment must be enclosed with the price bid.
10. Equipment should have brand name/ model number embossed or etched on the equipment.
11. Installation process should be performed by OEM trained service engineer/ service representative on OEM's letter head/ service report, with a mandatory provision of providing preventive service visits of OEM trained service engineer/ service representative quarterly per year till completion of warranty period (i.e. 20 visits for first five years) and further quarterly visit (04 visits /year) till the completion of CMC period.
12. The installation process must be completed by the OEM/ service provider within 30 days of supply.
13. The accessories/ consumables utilized during the period of installation process should be taken care FOC by OEM/ service provider.
14. All the accessories should be of same OEM.
15. In case of technical snag/failure/breakdown, the response time for inspection should be within 24hr and repair within 5 days otherwise provides a service machine until the period of recovery of breakdown of the unit. Failing which will attract penal action as per the decision of the university (uptime guarantee of 95%)

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16. User/Technical/Maintenance manuals to be supplied in English
17. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.
18. The job description of the hospital technician and company service engineers should be clearly spelt out.
19. The page of technical bid should be numbered and checklist should be duly filled as per the annexures and all annexures should be in accordance with the format otherwise it may be the reason for disqualification
20. All the technical specifications accepted in the compliance statement must be supported by original literature from the firm /O.E.M with Highlighting, Numbering & Flagging as per below mentioned format for the compliance statement

S.NO	TECHNICAL SPECIFICATION	COMPLIANCE YES/NO	Page No in the proposal submitted where documentary evidence is enclosed as per tender specs with Highlighting, Numbering & Flagging