Re-Advertised Tender Enquiry
For
Laparoscopic Bariatric Surgery Instruments Set
at
Jawaharlal Nehru Medical College Hospital
AMU, Aligarh.

NIT Issue Date : 03-08-2018
NIT No. : JNMCH/Surgery/04/2018-19
Last Date of Submission : 29-08-2018 at 01:00 PM
Bid opening : 30-08-2018 at 12:00 Noon

Tender documents may be downloaded from university website www.amu.ac.in

Aligarh Muslim University Aligarh
Office of the Medical Superintendent
JN Medical College Hospital
AMU Aligarh 202002
email: jnmedicalpurchase@gmail.com
Jawaharlal Nehru Medical College Hospital, AMU, Aligarh invites bids (Technical & Financial) from reputed, experienced and financially sound Companies/Firms/Agencies for the supply & installation of the Laparoscopic Bariatric Surgery Instruments Set to the J.N. Medical College Hospital, AMU, Aligarh. Those who are in the similar business for the last five years and providing the same service to Central/State Govt./Reputed Private Hospitals or Autonomous Bodies may send their bids both Technical & Commercial in sealed envelopes.

The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) as mentioned below for each item separately in the form of Demand Draft/Bank Guarantee issued in favour of Finance Officer, AMU, Aligarh, drawn on any scheduled bank payable at AMU, Aligarh and other requisite documents to Medical Superintendent, J.N. Medical College Hospital, AMU, Aligarh-U.P. through registered/speed post duly superscripted "Bid for Laparoscopic Bariatric Surgery Instruments Set separately mentioning Tender No. JNMCH/Surgery/04/2018-19 on or before 01:00 PM on 29.08.2018. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible. The offers submitted by Telegram/Fax/email shall not be considered and no correspondence will be entertained in this matter. The EMD, in case of unsuccessful bidders shall be retained by JN Medical College Hospital, AMU Aligarh till the finalization of the tender. No interest will be paid by J.N. Medical College Hospital, AMU, Aligarh on the EMD.

<table>
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<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>EMD (Rs.)</th>
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<tr>
<td>1</td>
<td>Laparoscopic Bariatric Surgery Instruments</td>
<td>02 Set</td>
<td>Rs.70,000.00</td>
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The following documents are to be furnished by the Supplier along with Technical Bid as per the tender document:

i) Signed and scanned copy of valid registration certificate, experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.

ii) Signed and Scanned copy of documents like (Earnest Money Deposit)

iii) Tender Cost: - Applicant contractor must submit the demand draft for Rs.1000/- (Rupees one thousand only) in favour of Finance Officer AMU Aligarh obtained from any National/Scheduled Bank as a tender Fees.

iv) Signed and Scanned Copy of Make and model with HSN code of all systems, sub system send additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.

Bids will be opened on 30.08.2018 at 12.00 Noon in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holidays, the tender will be opened on the next working day.

Any future clarification(s) and / or corrigendum(s) shall be communicated by the Medical Superintendent through the website www.amu.ac.in

Medical Superintendent, J.N. Medical College Hospital, AMU, Aligarh reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Medical Superintendent, J.N. Medical College Hospital, AMU, Aligarh in this regard shall be final.
## Technical Specifications of Laparoscopic Bariatric Surgery Instruments Set

1. Telescope 10mm, 30° enlarged view, length 42cm, autoclavable-1No.
2. Pneumoperitoneum Needle, with spring, loaded blunt inner cannula, autoclavable, diameter 2.1mm, length 18cm-2Nos.
3. Trocar for obese patients size 6mm, length 15cm (with 5 washer each trocar) -4Nos.
4. Trocar for obese patients, size 11mm, Length 15cm (with 5 washer each trocar)- 3 Nos.
5. Trocar with pyramidal tip size 13.5mm, working length 15cm (with 5 washer each trocar)- 2 Nos.
6. Reducer, 11/5mm-1No.
7. Double Reducer 13.5/10mm and 13.5/5mm- 1No. each
8. Dissecting and Grasping Forceps, rotating with connector pin for unipolar coagulation, size 5mm, length 43cm long, double action jaws-1 No.
9. Dissecting and Grasping Forceps, rotating with connector size 5mm, length 43cm, heavy, double action jaws-1 No.
10. Grasping Forceps, rotating with connector, size 5mm, length 43cm, "Tiger Jaw" 2x4 teeth, "Single action Jaws"-1No.
11. Bowel Grasper, rotating with connector pin for unipolar, size 5mm, length 43cm, fenestrated, double action jaws-2Nos.
12. Bowel Grasper, rotating with connector pin for unipolar size 5mm, length 43cm, atraumatic, fenestrated, curved, single action jaws-1No.
13. Scissors, rotating, dismantling with connector pin for unipolar with Luer-Lock connector for cleaning, double action jaws, curved, length of blades 15mm, size 5mm, length 43cm-2 Nos.
14. Macro Needle Holder, ergonomic pistol handle with disengage able ratchet, ratchet release on the left side, left curved jaws, with Tungsten carbide insert 5mm, length 43cm- 1No.
15. Suction and irrigation tube, with latera 1 holes, anti-reflex surface, with two way stopcock for single hand control, size 5mm, length 43cm-1 No.
16. Fan Retractor, size 10mm, length 36cm, large contact surface- 1No.
17. Holding system autoclavable with quick release coupling, Rotation Socket, to clamp to the OR table, for European and US standard rails with lateral clamp for height and angle adjustment of the articulated- 1 No.
18. Liver Retractor, small surface area, diameter 5mm-1 No.
19. Liver Retractor, medium surface area, diameter 5mm- 1No.
20. Liver Retractor, large surface area, diameter 6mm-1No.
21. Coagulating and Dissecting Electrode, L-Shaped, size 5mm, length 43cm-1No.
22. Unipolar High Frequency Cord, with 4mm plug, length 300cm-2 Nos.
Terms & Conditions:

1. The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The over all 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, he same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

2. No overwriting or cutting is permitted in the rates. If found, quotation shall be summarily rejected.

3. The Equipment/System/Instruments should be USFDA/CE European approved product.

4. The goods ordered shall be delivered and installed at the JN Medical College Hospital, AMU, Aligarh, within 30 days from the date of issue of supply order.

5. All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value. The successfull tenderer will also provide required training for supplied item sat the J.N. Medical College Hospital, AMU, Aligarh. The goods should be manufactured after adoption of latest technology.

6. If at any time during the currency of the contract, the supplier encounters condition shindering timel y of the good and performance of services, the supplier shall promptly inform the JN Medical College Hospital, AMU, Aligarh, for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the J.N. Medical College Hospital, AMU, Aligarh shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

7. In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charge shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

8. The supplier shall be required to perform the following services:-
   a. Installation & Commissioning, Supervision and Demonstration of the goods.
   b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
   c. On Site Training to Doctors/Technicians/Staffs to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
   d. Supplying required number of operation & maintenance manual for the goods.
   e. To provide non-locked open software and standard interface interoperability conditions for Networked equipment's in hospital management information system, wherever applicable.

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

10. After sales service should be available on 24(hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.
11. The J.N. Medical College Hospital, AMU, Aligarh shall have the right to inspect and/or test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser. Medical Superintendent, J.N. Medical College Hospital, AMU, Aligarh, shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, the same will be auctioned at the risk and responsibility of the suppliers without any further notice.

12. The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last two years.

13. The bidder (if not original equipment manufacturer must submit Original Equipment Manufacturer authorization certificate that the tenderer is authorized for selling and maintain the equipment quoted for.

14. The bidders are required to submit user certificate for the relevant equipment on the letter head of the institution (Government/Private).

15. The successful bidders will be required to submit order copies of the supply of the equipment in the Government Institutions in last 24 months for rate reasonability purpose.

16. The supplier shall make arrangements for insuring the goods against loss or damage incidental of manufacture or acquisition, transportation, storage and delivery. If the equipment is not commissioned and handed over to J.N. Medical College Hospital, AMU, Aligarh, within specified period, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the J.N. Medical College Hospital, AMU, Aligarh.

17. The bidder supplying equipment/goods or already imported goods shall quote the price only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees and F.O.R JNMC Hospital.

18. Please mentioned CGST/SGST or other taxes clearly & separately which will be payable on the goods in India.

19. The price of Annual CMC Financial Bid after warranty period must be mentioned clearly.

20. 100% payment of the total order value shall be released only after the successful installation/Commissioning of the ordered goods/equipment against the submission of the inspection report. No advance payment is possible.

21. The Tenderers must quote for 05 years comprehensive warranty including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately. Also the bidders are requested to submit their quote (Rates) for subsequent 05 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour).

22. During the comprehensive warranty period, the guarantee up time of 95% of 365days 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 been forced. The vendor must undertake to supply all spares for optimal up keep of the equipment for atleast FIVE YEAR Safer handling over the unit to the Institute. If accessories / other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the
main offer and the third party will have to sign the CMC with the Institute if required.

23. The principal or their authorized service providers are required to submit a certificate that they have satisfactory service arrangement and fully trained staff available to support the uptime guarantee.

24. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation don’t yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision to the sole arbitrator i.e. Vice-Chancellor, AMU, Aligarh, or his nominee. The decision of the sole arbitrator shall be binding on parties. The venue of arbitrator will be at Aligarh.

25. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of J.N. Medical College Hospital, AMU, Aligarh, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

26. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the Purchase order/work order/job without assigning any reason thereof and nothing will be payable by J.N. Medical College Hospital, AMU, Aligarh, in that event the security deposit shall also stands forfeited.

27. **In solvency etc:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions here in specified, the Medical Superintendent, J.N. Medical College Hospital, AMU, Aligarh shall have the power to terminate the contract without any prior notice.

28. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

29. The quantity of item given in the tender is tentative, which may be increased or decreased as per the Requirement of the hospital.

30. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.

31. Conditional bid will be treated as unresponsive and it may be rejected.

32. **Demonstration:** The J.N. Medical College Hospital, AMU, Aligarh reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted to the concerned committee, if required.

33. The hospital reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

34. **Applicable Law:**
- The contract shall be governed by the laws and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/processing.
Tender for Surgery Instruments

- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Aligarh Uttar Pradesh, 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 Aligarh. The decision of the Arbitrator shall be final and binding on both the parties.
### Annexure-I

#### TECHNICAL BID

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<tr>
<th>Name of Firm/Contractor/Supplier</th>
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<th>Complete Address &amp; Telephone No.</th>
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<th>Name of Proprietor/Partner/Managing Director/Director.</th>
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<tr>
<th>Name and address of service centre nearby J.N. Medical College Hospital, AMU, Aligarh</th>
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<th>Whether the firm is a registered firm Yes/No (attached copy of certificate).</th>
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<th>PAN No. (enclose the attested copy of PAN Card)</th>
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<th>Service Tax No. (enclose the attested copy of Service Tax Certificate).</th>
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<tr>
<th>GST No. (enclose the attested copy of CGST/SGST Certificate).</th>
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<th>Whether the firm has enclosed the Bank Draft/Pay Order/Banker’s cheque of Earnest Money Deposit.</th>
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<th>Whether the Firm/Agency has signed each and Every page of Tender/NIT.</th>
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<th>Please provide full list of consumables.</th>
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<th>Any other information, if necessary.</th>
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Authorized signatory of the bidder with seal.
Annexure –II

MANUFACTURER’s / PRINCIPAL’s AUTHORIZATION FORM

TO,
Medical Superintendent
JN Medical College Hospital
A.M.U. Aligarh.

Sir,

TENDER: ..............................................................................................................

We, ......................................................................................................................, who are

Established and reputable manufacturer of ......................................................., having

Factories at ................................and .................................................................hereby

Authorize M/s ..............................................................(name and address of agents)

to bid, negotiate and conclude the contract with you against Tender

No..............................................................for the above goods manufactured by

us. No. Company or firms or individual other than M/s ..............................................are

authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for

supply against this tender by the above firm.

The authorization is valid up to ...............................................................

Yours faithfully,

(Name)

For and behalf of M/s ..................................................

(Name of manufacturers)/Principal