



**JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION
& RESEARCH**

(JIPMER)

GOVERNMENT OF INDIA

**(An Institution of National Importance under Ministry of Health & Family
Welfare)**

Dhanvantri Nagar, Puducherry-605006



LIMITED TENDER ENQUIRY DOCUMENT

FOR

SUPPLY OF HYSTERSCOPY TELESCOPE SET- 1

FOR THE

OBSTETRICS & GYNAECOLOGY DEPARTMENT

JIPMER, PUDUCHERRY

Dhanvantari Nagar, Puducherry 605006

Phone:- 0413-2298140/8122 Fax:- 0413-228140

Email:- ogjipmer@gmail.com ; URL:- www.jipmer.edu.in

Dated: 15.10.2020



**JAWAHARLAL INSTITUTE OF POST-GRADUATE MEDICAL EDUCATION and
RESEARCH**

(An Institution of National Importance Under Ministry of Health and Family
Welfare, Government of India)

Dhanvantari Nagar, Pondicherry-605 006.

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DEPARTMENT OF OBSTETRICS & GYNAECOLOGY

No: JIP/OBG/HYS/2020

Dated: 15.10.2020

Sub: Supply of Hysteroscopy Telescope Set- 1 - Limited e-Tender -Reg.

Sl. No	Name of the equipment	Specifications
1.	Hysteroscopy Telescope Set- 1 unit	As given in Annexure I

Subject to the following terms and conditions:

1. Rates should be quoted only for the item(s), which are available in stock and can be supplied immediately on receipt of order.
2. No insurance charges are payable as per the rules in the Government. As such, the firms before quoting should take into consideration all the risks in the transit and then furnish limited tender which should cover insurance charges also. If any point is raised as regards insurance charges after orders are issued, the same will not be entertained and the firms thereafter should effect the supply at their own cost.
3. Rates should be quoted only in INR, FOR Pondicherry inclusive of all duties, insurance charges, packing charges, transportation charge, labour costs etc. except for GST must be indicated separately. Quotations in foreign currency will be rejected.
4. GST as applicable must be quoted separately.
5. Timely delivery is the essence of contract. Tenders should, therefore, state the guaranteed delivery period they can offer, and this should be strictly adhered to, by the successful tender.
6. No supply, which is neither according to the specifications nor meeting our requirement will be accepted.
7. The director shall have the right of rejecting the limited tender in whole or part without assigning any reason therefore.
8. In case of high precision instruments, the firms should give a guarantee certificate for their satisfactory performance.
9. Limited tender (**Two-Bid**) is called for from **Registered suppliers** only,.
10. Except for commercially off the shelf items the bidder must be a manufacturer or a duly authorized distributor. In the authorised distributor quotes, a copy of the authorisation from the manufacturer agreeing to the tender conditions must be uploaded. Only manufacturer or one authorized representative on their behalf may quote. If the same manufacturer authorizes two or more distributors to quote, then all such bids will be summarily rejected. If both manufacture and authorized distributor quote only the manufacturer's bid will be considered. The bids of the distributor(s) will be rejected. Bids by distributors without manufacturer's authorisation will also be rejected. Techno-

commercial bids and price bids should be uploaded in **the covers meant for each** on the e-tender portal.

11. Limited tender sent by **SPEED POST or registered post** or any other manner other than on the **e-Tender portal shall not be accepted.**
12. **Brand name, model as applicable is to be mentioned for every item quoted.** Tenders giving vague and incomplete information are liable to be rejected.
13. **Registered firms empanelled for the purpose of this tender only can quote.** New suppliers can apply for registration but can only participate in the next tender.
14. Unless mentioned otherwise, the comparison of the responsive tenders shall be carried out on **Delivery Duty Paid (DDP)** consignee-site basis. The quoted turnkey prices and CAMC or AMC (only AMC or CMC but not both and to be decided by the specification vetting committee before the item is tendered) prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV)** of the Comprehensive Annual Maintenance charges (CAMC) or Annual Maintenance Contract (AMC) quoted for 5 or 7 years (period should be specific and unambiguous and to be decided by the specification vetting committee before the item is tendered) after the warranty period shall be added to the bid price for evaluation. The NPV will be calculated after discounting the quoted price by a discounting factor of 5% per annum.”
15. Where the tender for an equipment asks for a mandatory AMC, the annual AMC amount used for price comparison will be **2%** of the value of equipment before GST or the actual value of AMC quoted by the firm, whichever is higher. Similarly, when a mandatory CAMC is asked for, the annual CAMC amount will be **5%** of the value of equipment before GST or the actual value of CAMC quoted by the firm, whichever is higher. The above-mentioned percentages are only for the purpose of price comparison, and for calculation of performance security for AMC/CAMC. The order for the CAMC/AMC will be at the actual price quoted in the bid in case the contract is awarded to the bidder. Furthermore, the above-mentioned method of price comparison is applicable only for those firms who have quoted the CAMC/AMC for the period as required in the tender conditions. In case the bidder has not quoted for CAMC/AMC where it has been asked for or has quoted for a period less than that asked for in the tender conditions, the bid will be summarily rejected.
16. If the value of CAMC/AMC **exceeds Rupees one lakh per annum**, a **‘Performance security’** for CAMC/AMC must be provided and only after that, the performance security paid for the purchase of the equipment will be refunded. If the value is up to this limit, the initial performance security provided at the time of supply shall extend till first-year CAMC/AMC has been successfully completed. No advance payments will be made towards AMC or CAMC.
17. The performance security paid for the purchase of the equipment will be refunded only after the performance security for the AMC/CAMC for the first year is paid in cases where the AMC/CAMC rate is more than Rupees One lakh per year. If the value of AMC/CAMC is up to this limit, the initial performance security provided at the time of supply shall extend till first-year CAMC/AMC has been satisfactorily completed.
18. Failure to quote for full warranty period and AMC/CAMC will result in rejection. A comprehensive annual maintenance contract (CAMC) will include all spares but not consumables.
19. Price bid will be compared with all the items including the quantity of BOQ items and optional items asked for. Failure to quote for optional items, when asked for, will result in rejection. But the institution reserves the right to buy or not to buy the optional item. Furthermore, there shall be no assurance on purchase of the quantities of items mentioned in the tender.

20. Wherever a “buy back” price is asked for, the same must be quoted separately and will be taken into account for price comparison. However, the institution reserves the right to exercise or not exercise the “buy back” option. Failure to quote the “buy back” price in such cases will result in rejection of the bid.
21. Bidders must ensure that all the documents are properly filled. The bidders must ensure that they submit the **on-line bids** at the portal <https://eprocure.gov.in/eprocure/app> within the scheduled closing date & time. The submission of etenders is as follows:

a. **Techno-Commercial Bid shall be uploaded in the cover named “Fee” in which the following documents must be uploaded**

- i) Scanned copy in pdf format of registration with JIPMER as a registered vendor.

b. **Techno-Commercial Bid shall be uploaded in the cover named “PreQual/Technical” in which the following documents must be uploaded**

- i. Tender document including all pages duly signed and stamped
- ii. Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director and Tender Signing Authority issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).
- iii. Compliance Statement in tabular form as given below to be submitted by the bidder indicating whether the specification are met or not. In case specifications are not met, the extent of deviation should be mentioned in the remarks column.

Sl. NO	Specification	Specification Present/ Absent	Remarks

- iv. User-list of at least 5 users (reputed institutions, preferably government) must be enclosed with a proven track record of excellent after sales support for this system.
- v. Manufacturers authorization letter if a distributor or agent participates.
- vi. Scanned copy / pdf of brochure confirming the technical specifications of the model offered.
- vii. Scanned copy of the unpriced tender exactly in the format of BOQ excel sheet without mentioning the price, mentioning make model must be uploaded.

c. Price Bid:

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **accounting unit** indicated in the e-tender document.

Note:

- i) The bidder must be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- iii) Bidder must note that the total size of all documents put together in each cover, i.e., Fee Cover and **Prequal/Technical** cover cannot exceed more than 50 MB. Bidder must accordingly scan, and upload only relevant documents scanned at

appropriate resolution.

22. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
23. The tenderers shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

24. Additional information and instruction on GST:

If the Tenderer desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

25. Model Clauses for Tenders

1. In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept of Expenditure, Min Of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority
2. "Bidder" (in contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process eluding the term 'tenderer', 'consultant' or 'service provider' in certain
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established
 - i. or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint
 - i. venture falls under any of the above.
4. The beneficial owner for the purpose of (iii) above will be as under:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) , who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- d. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. Bidders must enclose a certificate of compliance with the above-mentioned provisions as per model in **Annexure II**.
26. All queries in connection with this tender may be sent to the email address: **ogjipmer@gmail.com**

27. Important dates:

Tender documents can be downloaded from	15/10/2020, 03.30 PM
Bid submission start date and time	15/10/2020, 03.35 PM
Bid submission closing date and time	07/11/2020, 12.00 PM
Tender opening date and time (Technical Bid)	09/11/2020, 11.00 AM
Price bid opening date and time	To be intimated later

Yours faithfully,



For Director

आचार्य एवं अध्यक्ष / Professor & Head
प्रसूति एवं स्त्री रोग विभाग विभाग
Department of Obstetrics & Gynecology
जिपमेर, पुदुच्चेरी / JIPMER, Puducherry

Annexure I

Technical Specification for Hysteroscopy Telescope Set– 1 Set	
Sl. No.	Technical Specification
1. Specification for Hysteroscopy Telescope Set	
1.1	A) 30-degree telescope of size 2.9 mm – 1 No. B) 30-degree telescope of size 4 mm – 1 No.
1.2	The above instrument should have very high-quality rod lens system
1.2	The above instrument should be Autoclavable
1.3	The above instrument should have Fiber optic light transmission incorporated
1.4	The above instrument should fit with existing Karl Storz hysteroscopy set
2. Standard Safety and Training	
2.1	Must be FDA, CE, or BIS approved product, etc.
2.2	Should have local service facility. The service provider should have the necessary equipment's recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
3. Warranty and After Sales Service:	
3.1	The Equipment including all accessories including bought out items should be under WARRANTY for a period of One Year after successful commissioning.
4. Other tender conditions	
4.1	Suppliers should have been in the market for at least 3 years and should have a satisfied user base for this equipment.
4.2	Suppliers should have made a large number of installations, within the last five years, in the country in reputed institutions and preferably in Government Hospitals with a proven track record of excellent after sales support for this system.
4.3	List of users must be enclosed.
4.4	The supplier must bring the equipment at own expenditure for demonstration on a given date, failing which tender will be rejected.
4.5	The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee-site basis.

Chelatre
15/10/2020

भागावत एव अग्रवाल / Professor & Head
असुति एव स्त्री रोग विभाग / निदेश
Department of Obstetrics & Gynecology
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Dr. Hanuman

अपर प्राध्यापक / Additional Professor
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Dr. Murali

Dr. MURALI S
Associate Professor
Regs. No: KMC / 62143
Dept. of Obstetrics & Gynaecology
JIPMER, Puducherry

Annexure II

Model Certificate for Tenders to be furnished on the bidders letterhead by the authorised signatory (As required in compliance of Order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept of Expenditure, Min Of Finance under Rule 144(xi) of GFR 2017)

Certificate

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered

Model Certificate for Tenders for Works (Turnkey works) involving possibility of sub-contracting to be furnished on the bidder's letterhead by the authorised signatory

Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same. The bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

CHECK LIST FOR SUBMISSION OF TENDER

(To be filled by the tenderer and submitted along with the bid)

Sl. No.	Particular	Yes / No
1	Tender Form duly signed and stamped	
2	Scanned copy in pdf format of registration with JIPMER as a registered vendor	
3	Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director and Tender Signing Authority issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s)	
4	Compliance Statement for specifications in tabular form	
5	User-list of at least 5 users (reputed institutions, preferably government) must be enclosed with a proven track record of excellent after sales support for this system.	
6	Manufacturers authorization letter if a distributor or agent participates.	
7	Scanned copy / pdf of brochure confirming the technical specifications of the model offered.	
8	Scanned copy of the unpriced tender exactly in the format of BOQ excel sheet without mentioning the price, mentioning make model must be uploaded.	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the owner/Managing Partner/Director

Name:

Seal :

Date :

Place: