



**GOVIND BALLABH PANT INSTITUTE**

of

**POSTGRADUATE MEDICAL EDUCATION & RESEARCH (GIPMER)**

(Govt. of NCT of Delhi)

1, Jawahar Lal Nehru Marg, New Delhi-110002 (India)

(PURCHASE BRANCH)

No.F.GUT/Mech.Enteroscope/GE/2021/ 543


Dated: 19/5/2021

**Subject: Proposal for Procurement of "One (01) Motorized Enteroscopy System" for Gastroenterology Department on Proprietary Basis from M/s Olympus Medical Systems India Pvt. Ltd. through M/s DSS Imagetech Pvt. Ltd. and invitation of comments/objections w.e.t. proprietary nature of the equipment if any, thereof.**

The G.B. Pant Institute of Postgraduate Medical Education & Research (GIPMER), New Delhi is in the process of procurement of **"One (01) Motorized Enteroscopy System" for Gastroenterology Department on Proprietary Basis from M/s Olympus Medical Systems India Pvt. Ltd. through M/s DSS Imagetech Pvt. Ltd.** The proprietary article certificate (PAC) from the Principal Firm M/s Olympus Medical Systems India Pvt. Ltd. as well as from the user department is attached herewith.

The above documents are being uploaded for open information to all principal manufacturers or their authorized distributor with the intention to invite objections with regard to proprietary nature of the said product if any.

The comments/objects if any, should be submitted to the Medical Superintendent, Room No.- 37 Ground Floor, A-Block, G B Pant Hospital, New Delhi- 110002 on or before 10.06.2021 upto 04:00 PM, failing which it will be presumed that no other bidder/manufacture/vendor is having any comments/objection against the proposition and the case shall be decided purely on merit.

  
**Dr. Poonam S. Loomba**  
Chairperson of EPMC  
GIPMER

**Enclosures:**

- Proprietary Article Certificate from the Principal Firm M/s Olympus Medical Systems India Pvt. Ltd.
- Proprietary Article Certificate from User Department duly signed by user faculty & head of Department.
- OEM Authorization Certificate of M/s Olympus Medical Systems India Pvt. Ltd.
- Performa Invoice/Quotation & Previous supply order copy for rate reasonability.
- Details brochure of the product from the Principal.

**Copy to:**

- HOD Gastroenterology, GIPMER for information only



82/c

**DSS IMAGETECH PVT. LTD.**  
A-5 Mohan Co-operative Industrial Estate,  
Mathura Road, New Delhi - 110 044  
Toll Free No: 1800 200 5808  
sales@dssimage.com | www.dssimage.com  
CIN: U33201DL1998PTC094932

Quotation No. : Medical/GB Pant/2020-21/180

Dated: 01.03.2021

To  
The Director  
GB Pant Hospital  
Jawaharla Nehru Marg  
New Delhi-110002

**Subject: Quote for Motorized Spiral Enteroscope System**

Dear Sir,

This is in reference to your requirement of **Motorized Spiral Enteroscope System**, We are pleased to offer you our best prices

S.N.	Model No	Product Description	Qty/ Set	GST	Unit Price (INR)	Total Price	GST Amount	Total Price Including GST
1	PSF-1	Intestinal Videoscope	1	12%	3,480,635	3,480,635	417,676	3,898,311
2	PSCU	Powerspiral Control Unit	1	12%	2,137,394	2,137,394	256,487	2,393,881
3	DPST-1	Single Use Powerspiral Tube	5	12%	32,760	163,800	19,656	183,456
4	93420011	Endolan Medical Lubricating Gel	1	18%	13,316	13,316	2,397	15,713
5	CV-190	Exera III Video Processor	1	12%	1,291,936	1,291,936	155,032	1,446,968
6	CLV-190	Evis Exera III Xenon Light Source	1	12%	635,749	635,749	76,290	712,039
7	MAJ-2087	Light Source Socket Cleaning KI	1	18%	17,674	17,674	3,181	20,855
8		Printer laserjet-150a	1	18%	21,111	21,111	3,800	24,911
9	OEV262H	26" Medical Grade Monit	1	28%	526,508	526,508	147,422	673,930
10	MB-155	Water Leakage Tester	1	18%	11,825	11,825	2,129	13,954
11	MU-1	Maintenance Unit 220V	1	18%	23,892	23,892	4,301	28,193
12		CaptureITPro V2.0 HD	1	12%	69,000	69,000	8,280	77,280
13		Trolley for GI	1	18%	23,500	23,500	4,230	27,730
14		Computer I-5 Processor with Antivirus	1	18%	70,896	70,896	12,761	83,657
					<b>TOTAL</b>	<b>8,487,236</b>	<b>1,113,642</b>	<b>9,600,878</b>

Total : Rs. Ninety Six Lack Eight Hundred Seventy Eight / - Only

**Terms & Conditions:**

- Prices are subject to change without prior notice.
- GST as Mentioned Above
- Goods shall be despatched by rail/air/courier as per availability of services in your area
- Delivery:- As per Hospital Terms
- Validity : As per Hospital Terms
- Warranty : 5 years
- ORDER PLACING : ORDER IS TO BE PLACED IN FAVOUR OF : **DSS Imagetech Pvt. Ltd.**  
A-5, Mohan Co-operative Indsl. Estate, Main Mathura Road , New Delhi - 110044

*(Signature)*  
**Director & Head**  
**Department of Gastroenterology**  
GB Pant Hospital, New Delhi-110002

21/c



**DSS IMAGETECH PVT. LTD.**

A-5 Mohan Co-operative Industrial Estate,  
Mathura Road, New Delhi – 110 044

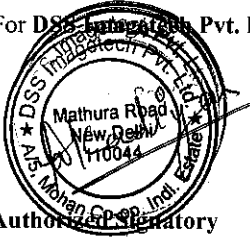
Toll Free No: 1800 200 5808

sales@dssimage.com | www.dssimage.com

CIN: U33201DL1998PTC094932

CMC Charges		
1st Year	337218	GST will be charged extra as applicable
2nd Year	337218	GST will be charged extra as applicable
3rd Year	337218	GST will be charged extra as applicable
4th Year	337218	GST will be charged extra as applicable
5th Year	337218	GST will be charged extra as applicable

For DSS Imagetech Pvt. Ltd.



Authorized Signatory

**Sanjeet Kumar**

Mobile No:- 9015529239

*Handwritten signature*  
**Dr. B. C. SHARMA**  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPLER, New Delhi-110002



Dated: 26<sup>th</sup> Feb 2021

Ref: - OMSI/20-21/873

## AUTHORISATION LETTER

To,  
The HOD,  
Department of Gastroenterology,  
G.B. Pant Hospital,  
New Delhi-110002

Dear Sir,

We, Olympus Medical Systems India Private Limited having our registered office at Ground Floor, Tower-C, SAS Tower, The Medicity Complex, Sector-38, Gurgaon - 122001, Haryana are subsidiary of M/s. Olympus Corporation of Asia Pacific Ltd.

We further state that M/s Olympus Corporation, Japan having their office at 2951, Ishikawa-Cho, Hachioji -shi, Tokyo 192 -8507, Japan, is established, and reputable manufacturer of "Motorized Spiral Enteroscope System."

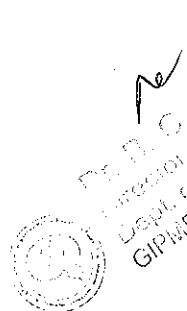
We do hereby authorize M/s. DSS Imagetech Pvt. Ltd., having their registered office at A-5, Mohan Co-Operative Industrial Estate, Mathura Road New Delhi - 110 044 is submit the quotations and subsequently negotiate and sign the contract with you against your requirement for the above goods manufactured by our principal company.

No company or firm or individual other than M/s. DSS Imagetech Pvt. Ltd., is authorized to bid negotiate and conclude the contract in regard to business against the specific product.

Thanking you,

For Olympus Medical Systems India Pvt. Ltd.,

  
Authorised Signatory

  
Dr. D. C. SHARMA  
Senior Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

## PRICE JUSTIFICATION

G B Pant Hospital, New Delhi		KGMU, Lucknow; PO dated :31.10.2017 USD :64.96				AIIMS Bhubaneswar Dtd. 11.11.2020		Lowest Benchmark Price		Lowest Benchmark Prices with quoted quantity	
S. No.	Item Name	Qty	Unit Price without GST	Total Quoted Price without GST	Actual Value	Add USD Increase @ 11.50%	Add 5% CD	Actual Price with 5 years warranty	Lowest Benchmark Price		
1	PSF-1	1	3480635	3480635				3314890	3314890	3314890	
2	PSCU	1	2137394	2137394				2035613	2035613	2035613	
3	DPST-1	5	32760	163800				31200	31200	31200	
4	ENDOLAN	1	13316	13316				11235	11235	11235	
5	CV-190	1	1291936	1291936	1349235	1504397	1579617		1579617	1579617	
6	CLV-190	1	635749	635749	689768	769091	807546		807546	807546	
7	MAI-2087	1	17674	17674	19243	21456	22529		22529	22529	
8	OEY-262H	1	526508	526508	587021	654528	687255		687255	687255	
9	MB-155	1	11825	11825					11825	11825	
10	MU-1	1	23892	23892					23892	23892	
11	Velson Trolley for GI Along	1	23500	23500					23500	23500	
12	Capture/TPro V2.0 HD	1	69000	69000					69000	69000	
13	Computer I5 Processor	1	70896	70896				65000	65000	65000	
14	LaserJet Printer	1	21111	21111				27500	27500	27500	
<b>TOTAL PRICE</b>				<b>8487236</b>						<b>8835401</b>	

Quoted price is lesser with Benchmark Pricing with a difference  
of Rs. 348165

For DSS ImageTech Pvt. Ltd.

*(Signature)*  
Authorised Signatory

*(Signature)*  
Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

OLYMPUS MEDICAL SYSTEMS INDIA PVT. LTD.  
Ground Floor, Tower - C, SAS Tower, The Medicity Complex, Sector - 38, Gurgaon - 122004, Haryana  
Phone : 0124-4999191 Fax : 0124-4999190  
Website : www.olympusmedical.co.in  
CIN: U33110HR2009FTC039611

28/c



# King George's Medical University U.P., Lucknow-226003 (U.P.) INDIA

Ph. 91-0522-2257540

Fax: 91-0522-2257539

Website : www.kgmcindia.edu

Ref. .... 63/P&PS/FO/2016-17

Date: 29.12.2017

To,

M/s. S.P. Enterprises,  
Shop No. 6, UGI-110/20  
Meerjaan Lane Naya Gaon C  
Lala Ram Narayan Medicine Market  
Latouche Road,  
Lucknow-226001  
Mob. No., 9839073010, 9839181961

Dear Sir,

We are pleased to inform you that in reference to Tender Notice No. 156/PS/FO/2016-17 dt. 26.05.2016 the rate quoted by you towards the supply & installation of **Item No. 2 Video System Processor for Department of Medical Gastroenterology** as per quoted specifications, have been approved by Hon'ble Vice Chancellor. As per the details given below:-

Product/Description	Qty.	Price in INR
Video System Processor (As per tender specification)	01	13,49,235.00
Xenon Light Source 300W CLV-90	01	6,89,768.00
Olympus Light Source Socket Cleaning Kit MAJ-2087	01	19,243.00
Olympus 26" HD Medical Grade Color Monitor	01	5,87,021.00
Olympus Endoscopic Trolley TC-A1	01	2,22,266.00
<b>Total Amount</b>	<b>01</b>	<b>28,67,533.00</b>
Principal manufacturer: Olympus		
Model: CV-190		
Add: VAT @5%		
<b>Total Price are FOR Destination</b>		<b>1,43,376.65</b>
<b>Warranty: 05 years</b>		<b>30,10,909.65</b>
CMC: (Per unit): After expiry of warranty period CMC for 6 <sup>th</sup> year Rs. 86,025/-, 7 <sup>th</sup> year Rs. 90,327/-, 8 <sup>th</sup> year Rs. 94,843/-, 9 <sup>th</sup> year Rs. 99,585/-, 10 <sup>th</sup> year Rs. 1,04,565/- (Taxes Exclusive)		
Note:		
1. Warranty for a period of 60 months will be count from the date of satisfactory installation.		
2. Principal manufacturer has to provide Quarterly Preventive Maintenance of the Equipment without any additional cost.		

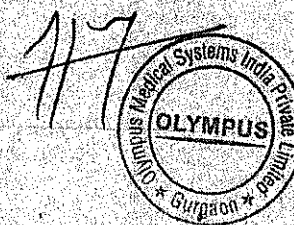
Therefore, you are requested to supply & install the above item in the **Department of Medical Gastroenterology**, as per terms and conditions of the tender quoted in your tender addressed to the Finance Officer/Head/Incharge of **Department of Medical Gastroenterology K.G.M.U. U.P. Lucknow**.

Please note the following terms and conditions: —

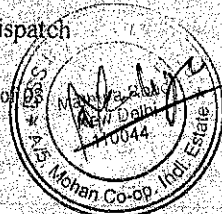
1. The confirmation of the receipt of the purchase order should reach within seven days of date of dispatch of order.
2. Security money to the tune of 10% of ordered value must be submitted to the Finance Officer, King George's Medical University U.P., Lucknow only in shape of FDR of Nationalized Bank for 05 years (payable at Lucknow) in favour of Finance Officer, King George's Medical University, U.P., Lucknow within fifteen days from the date of dispatch of this order.
3. Goods must reach the concerned Departments within 04-06 weeks (30 – 45 days) of dispatch

Dr. B. S. P. Singh  
Director, Professor & Head  
Dept. of Gastroenterology  
GIP, Lucknow-226002

Finance Officer  
K.G.'s Medical University, U.P.  
LUCKNOW



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of this order.

4. After supply installation, and commissioning of the equipment, the bill in triplicate be submitted separately first to the concerned HOD/Incharge. The HOD/Incharge shall verify the bill in manner mentioned as below. The duly verified bill in triplicate then shall be sent by the HOD to the Finance officer for making payment. The Finance Officer shall process the payment only after the received goods have also been properly recorded by the Finance Officer in the Central Stock Book of the University.

5. Please Note: —

- 1) In addition to those mentioned in this order, all the terms and conditions of the tender documents referred above shall be applicable and are deemed to be integral part of this Purchase Order.
- 2) Prices are on FOR destination basis, with no scope of escalation.
- 3) The place of delivery shall be the **Department of Medical Gastroenterology** in the King George's Medical University U.P. Lucknow. The equipment has to be installed at such a place as may be identified and instructed by the Head/incharge, **Department of Medical Gastroenterology**. The installation shall be at your cost.
- 4) In the case of non-supply of materials/equipments/machines within stipulated period, it will be at the discretion of the King George's Medical University UP, Lucknow to accept delivery with late delivery clause. If the delivery is not effected on due date, the Vice Chancellor, King George's Medical University, U.P., Lucknow will have the right to impose penalty as under:

First extension for month or part thereof —@2%.

Second extension for an additional month of part thereof —@ 3%

In case of non-supply —@ 7.5%

Or

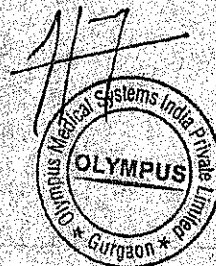
In case of default in delivery or if it is found that the goods supplied are not in accordance with the specifications of the contract and are not replaced within a reasonable time frame of the warranty conditions being invoked, the University will have the right to procure the ordered item from open market /another party under risk purchase clause.

- 5) The delivery of equipment shall be deemed to have been made only on the date of installation of the equipment. Any delay in the same shall attract penal charges as contained in the tender documents.
- 6) You are bound to provide on site/off site warranty for the items mentioned above for a period of **60 months** from the date of satisfactory installation. Thereafter, the equipments shall be covered under **CMC** at the rates provided above:
- 7) The challan accompanying the goods shall contain the following information:
  - a. Challan No. & Date
  - b. Purchase order no. & Date.
  - c. Name & Brief description of the item.
  - d. Details of accessories supplied.
  - e. Quantity of items supplied.

Dr. B. N. Singh  
Director-Professor & Head  
Dept. of Gastroenterology  
CIPER, New Delhi-110002

Finance Officer

K. G's Medical University, U.  
LUCKNOW



- f. Date of Manufacturing & Product Identification No., if any.
- 8) Bill has to be submitted in triplicate separately to the Department of Medical Gastroenterology which should have the following information :
- Bill No. & Date
  - Challan No. & Date
  - Purchase order no. & date.
  - Name & Brief description of the item.
  - Details of accessories supplied.
  - Quantity of items supplied.
  - Date of Manufacturing & Product Identification No., if any.
  - Cost in Rs.
6. Payment shall be released on completion of all formalities to the satisfaction of the Finance Officer, K.G.M.U. U.P. Lucknow.

Yours sincerely,

  
(M.K. Agarwal)  
Finance Officer

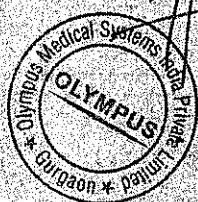
Ref. .... /P&PS/FO/2016-17


Date: / / 2017  
K.G's. Medical University, U.P.  
Lucknow

Copy to :

- The Head/Incharge, Department of Medical Gastroenterology with the request to kindly make it convenient to receive the supply of the above ordered equipment(s), issue instructions for installation and verify the satisfactory commissioning of the equipment along with :
  - Proper verification of the goods as per tender specifications.
  - Installation verification certificate to your satisfaction. To be recorded on reverse of original Bill.
  - Commissioning verification certificate to your satisfaction to be mentioned on the reverse of the original Bill.
- In-Charge Contingency Section, Finance Office, K.G.M.U. U.P. Lucknow.

(M. K. Agarwal)  
Finance Officer



  
Dr. B. C. SHARMA  
Director, Professor & Head  
Dept. of Gastroenterology  
O.P.D. New Delhi-110002





**All India Institute of Medical Sciences, Bhubaneswar**  
At - Sijua (Patrapada), Post - Dumuduma, Bhubaneswar (Odisha) - 751 019

Reference No: J-11057(023)/2020-21/S&P/793

Dated: 11 November, 2020

**PURCHASE ORDER NO. 581 /2020-21(PAC)**  
**GST of AIIMS, BBSR: 21AAAGA0127K1Z5**

To,

**M/s OLYMPUS MEDICAL SYSTEMS INDIA PRIVATE LIMITED**  
Ground Floor, Tower-C, SAS Tower, The Medicity Complex,  
Sector-38, Gurugram- 122 001, Haryana, INDIA  
Phone: +91-9810431519, 8658296969

Email: robin.kaul@olympus-ap.com, soumyakant.rath@olympus-ap.com

**Subject: Supply, Installation & Commissioning of Motorized Spiral Enteroscope System (Make: Olympus) for the Department of Gastroenterology at AIIMS, Bhubaneswar**

Ref. : (i) Your Quotation Ref. No. OMSI/19-20/1897 Dated 03-03-2020 & Negotiation Meeting dated 24-09-2020  
(ii) Your revised price offer ref. no. AIIMS\_BBSR/19-20/Power\_spiral Dt. 18-09-2020  
(ii) This Office Indent Ref. No. 1233(19-20) Dated 05-02-2020

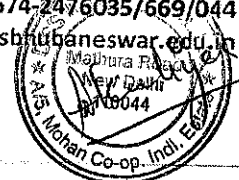
Sir,

You are requested to supply the subject item(s) as per the details with the terms and conditions mentioned below: -

(A) Equipment Cost									
Sr. No.	Material	Product Description	HSN Code	Quantity Required	Unit Price (Excl. GST)	GST%	GST Amount	Unit Price (Incl. GST)	Amount
1.	N5788330	PS-1 INTESTINAL VIDEOSCOPE	90189044	01 No.	Rs. 33,14,890.00	12%	Rs. 3,97,787.00	Rs. 37,12,677.00	Rs. 37,12,677.00
2.	N6003260	PSCU(PAL) POWERSPIRAL CONTROL UNIT	90189044	01 No.	Rs. 20,35,613.00	12%	Rs. 2,44,274.00	Rs. 22,79,887.00	Rs. 22,79,887.00
3.	N5788700	DPST-1 SINGLE US-POWERSPIRAL TUBE	90189044	20 Pcs.	Rs. 31,200.00	12%	Rs. 3,744.00	Rs. 34,944.00	Rs. 6,98,880.00
4.	RS000753	93420011 ENDOLAN MEDICAL LUBRICATING GEL	34039900	01 No.	Rs. 11,235.00	18%	Rs. 2,022.00	Rs. 13,257.00	Rs. 13,257.00
TOTAL AMOUNT (Including GST)									Rs. 67,04,701.00
Rupees Sixty-Seven Lakh Four Thousand Seven Hundred and One Only									
(B) Post Warranty CMC Charges for 05 Years									
Description			Year	Basic Amount	GST	Amount			
Post Warranty CMC Charges for 05 Years			06 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00			
			07 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00			
			08 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00			
			09 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00			
			10 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00			
Total CMC Charges for 05 Years (Excluding GST)						Rs. 13,28,125.00			
Rupees Thirteen Lakh Twenty-Eight Thousand One Hundred and Twenty-Five Only Plus GST as applicable									
(C) FREE OF COST ITEMS									
Sr. No.	Material	Product Description	HSN Code	Quantity					
1.	N2654440	UCR ENDOSCOPIC CO2 REGULATION UNIT	90189044	01 No.					
2.	N1000300	MAJ-1081 CYLINDER HOSE (DIN FOR UHI-3	40094100	01 No.					
3.	N3493330	MAJ-1816 EXTRA LOW FLOW GAS TUBE	39172990	01 No.					
4.	N4456730	MAJ-2020(E) GAS/WATER VALVE	84818090	01 No.					
5.	N3528930	D-201-10704 (10 PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
6.	N3529130	D-201-11804 (10PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
7.	N3529430	D-201-14304 (10PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
8.	5212230	MAJ-296 (5 PCS) DISTAL ATTACHMENT	90189044	02 Packs					
9.	A10000000480	CO2 REGULATOR	90189044	01 No.					

*Dr. B. C. SHARMA*  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPIER, New Delhi-110002

Sr. Procurement-cum-Store Officer  
Ph.: 0674-2476035/669/044  
Email: spo@aiimsbhubaneswar.edu.in



Terms and Conditions :-		
1.	Delivery/ Completion	: All the goods ordered shall be delivered on or before <u>31<sup>st</sup></u> January, 2021. The acceptance of Purchase Order may be intimated by E-mail or by return post immediately. In case no acceptance order is received, the date of Purchase order shall be taken into consideration. All the aspects of safe delivery, installation, commissioning and functioning shall be the exclusive responsibility of the supplier.
2.	Terms of delivery	: F.O.R. at Central Store, Academic Block, AIIMS, Bhubaneswar. (Landline No. 0674-2476652/0674-2476044)
3.	Warranty/ Guarantee	: <ul style="list-style-type: none"> <li>The equipment shall be 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 components.</li> <li>Warranty would be followed by 5 year CMC and during CMC period, the supplier/company should provide minimum of 05 (five) preventive maintenance as routine services.</li> <li>After sales services must be provided at installation premise, AIIMS, Bhubaneswar</li> <li>In situations requiring service or repair of the unit outside AIIMS, Bhubaneswar, the expenditure on the account of this will have to be borne by the supplier.</li> </ul>
4.	CMC Charges	: During CMC Period, the supplier/company should provide minimum 04 (four) preventive maintenance as well as routine services. After sales services must be provided at AIIMS, Bhubaneswar. In situations requiring service or repair of the unit outside AIIMS, Bhubaneswar, the expenditure on the account of this will have to be borne by the supplier.
5.	Inspection & Commissioning, if any	: The consignee or his authorized representative shall carry out the inspection of the supplied material at AIIMS, Bhubaneswar. In case the material is not found in accordance with the prescribed specifications or otherwise defective, it will be rejected and will have to be replaced by the supplier at their own risk & cost.
6.	Uptime Guarantee	: The firm shall provide uptime guarantee of 95% during warranty, with acceptance of the penalty clause in case of failure to do so.
7.	Downtime Penalty Clause	: During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guarantee 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 AIIMS, Bhubaneswar. 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. 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.
8.	Penalty Clause	: The supplier shall have to successfully supply, install, commission and satisfactorily demonstrate to make it fully functional, failing which they will forgo EMD/Security Deposit furnished by them and necessary action, as deemed proper, will be taken against the firm as per rules.
9.	Fail Clause	: If at any time during the Contract period, the Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organisation including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency. If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.
10.	Late Delivery Charges	: If the supplier fails to deliver & complete the installation & commissioning of the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or part thereof exceeding 3 days from the date of expiry of allowable time as stipulated above (the date of issue/acceptance of supply order and the date of delivery being excluded) of the basic cost shall be levied subject to maximum of 10%.
11.	Agreement	: The Supplier shall initiate necessary steps for Agreement on non-judicial Stamp Paper of Rs. 100.00 (Rupees HUNDRED only) to be duly signed by the Supplier and AIIMS, Bhubaneswar within 10 (Ten) days from the date of acceptance of Purchase Order.

Dr. B. C. SHARMA  
Director - Professor & Head  
Dept. of Gastroenterology  
GGS Indraprastha, New Delhi-110001

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Dr. B. C. SHARMA  
Director - Professor & Head  
Dept. of Gastroenterology  
GGS Indraprastha, New Delhi-110001

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12.	Performance Security	: The supplier shall require to submit the performance security within 10 (Ten) days from the date of acceptance of supply order in the form of Irrevocable Bank Guarantee (BG) or Fixed/Term Deposit Receipt issued by any Nationalised Bank for an amount equal to 10% of the basic value i.e. Rs. 5,98,574/- (Rupees Five Lakh Ninety-Eight Thousand Five Hundred and Seventy-Four Only) and should be kept valid for a period of 62 Months i.e. 05 (Five) Years & extra 60 days beyond completion of all contractual obligations including Warranty period under the contract.
13.	Payment	: (a) <u>The Vendor/Supplier is requested to submit the GST invoices in triplicate and mandate form duly signed by concerned bank along with a proof of cancelled cheque/bank details in case of NEFT/RTGS/PFMS/Online payment transfer with the invoice.</u> (b) <u>An amount of 70% of the total value shall be released after successful &amp; satisfactory delivery, installation, commissioning and demonstration of the equipment against submission of Performance Security &amp; Execution of Contract Agreement.</u> (c) <u>Balance 30% of the amount shall be released after one month of successful installation, commissioning &amp; functioning (SITC) of the equipment and basing upon the report of satisfactory functioning to be furnished by the User Department.</u> (d) <u>The payment may be released through NEFT/RTGS/PFMS/online payment transfer.</u> (e) <u>The CMC amount shall be released after completion of 05 years warranty period on the basis of mutual agreement between consignor and consignee.</u>
14.	Training	: Necessary Training to Doctor/Technician Staff must be provided by Principal/Indian Agent/Engineer at free of cost for smooth operation and maintenance of equipment to the satisfaction of user department, if required by AIIMS, Bhubaneswar.
15.	Applicable Law	: (a) 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. (b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only (c) 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. (d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier

Yours Sincerely,

*3mhr*  
Sr. Procurement-cum-Store Officer  
Ph.: 0674-2476035/669/044  
Email: spo@aiimsbhubaneswar.edu.in

Copy to: - (Internal)

- |                                   |   |   |
|-----------------------------------|---|---|
| 1. HOD, Dept. of Gastroenterology | - | for kind information please.                      |
| 2. F&CAO/Accounts Officer         | - | for kind information please.                      |
| 3. ASO- Store                     | - | for kind information and necessary action please. |
| 4. Assistant Security Officer     | - | for kind information and necessary action please. |
| 5. Office Copy/ PO Folder         |   |   |

*3mhr*  
Sr. Procurement-cum Store Officer

*Me*  
Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002



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Contract Form  
(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

**Contract Agreement for**  
**Motorized Spiral Enteroscope System (Make: Olympus)**

This agreement is made at Bhubaneswar on the \_\_\_\_\_ day \_\_\_\_\_ month of Two Thousand Nineteen between All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha) (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

**BETWEEN**

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the 'PAC holder/ Vendor/ Agency/ OEM/ Authorized Dealers' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the 'Client' is desirous to engage the 'PAC holder' for supplying, installation & commissioning of Motorized Spiral Enteroscope System (Make: Olympus) on Proprietary basis at AIIMS Bhubaneswar for which the 'PAC holder' as per the terms & conditions stated below for execution and completion of supply, installation & commissioning of Motorized Spiral Enteroscope System (Make: Olympus) as well as guarantee of such works and rectification of defects therein.

**Terms & Conditions of the Contract Agreement:**

**1. Period of Contract Agreement & Consumables Price:** The contract shall be for a period of 05 (Five) years from the date of satisfactory installation & commissioning of the equipment.

**2. Warranty/Guarantee of the Equipment:**

(a) The Equipment will be with 60 (Sixty) months Onsite Warranty including Spare Parts & Labour etc. for trouble free functioning and maintenance of the facility from the date of satisfactory installation & commissioning absolutely at no extra cost to the institute. It ensures that the installed equipment is the latest model as per the Purchase Order Specifications and the spares for the equipment will be available for a period of at least 5 years after the warranty/ guarantee period of Five Years.

The PAC holder/ Vendor/ Agency/ Authorized Dealer shall enter into CMC with AIIMS, Bhubaneswar for 05 (Five) Years after completion of 05 (Five) Years comprehensive warranty at below mentioned CMC Charges on the basis of mutual agreement between Contract Holder & AIIMS, Bhubaneswar:

Year	Amount
06 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
07 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
08 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
09 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
10 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable

**The PAC holder/ Vendor/ Agency/ Authorized Dealer will guarantee One visit of technical support staff every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.**

Zhu

Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

Contd. P/2  
Mathur Road  
New Delhi  
110044  
AIIMS Mohan Co-op. Ind. Estate

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### 3. Penalty & Recovery of Sums Due:

(a) The PAC holder/ Vendor/ Agency/ Authorized Dealer guarantees that the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% up time on yearly basis throughout the warranty period as well as during the service contract period).

If the equipment is out of order for more than 05 (Five) hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 02 (Two) days while calculating the 95% guaranteed up time.

Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/ Accessories or parts thereof, free of cost, at the ultimate destination. The Contract holder shall take over the replaced parts/ accessories/ stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/ accessories/ stores thereafter. The penalty clause for non-replacement will be applicable as stated below.

(b) If the PAC holder/ Vendor/ Agency/ Authorized Dealer, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the PAC holder/ Vendor/ Agency/ Authorized Dealer and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the PAC holder/ Vendor/ Agency/ Authorized Dealer.

The PAC holder/ Vendor/ Agency/ Authorized Dealer will be required to pay a penalty of Rs. 300/- (Rupees Three Hundred Only) per day for per unit in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the PAC holder/ Vendor/ Agency/ Authorized Dealer.

(c) In case the Penalty Amount is not paid by the PAC holder/ Vendor/ Agency/ Authorized Dealer, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the PAC holder/ Vendor/ Agency/ Authorized Dealer.

4. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the PAC holder in the course of their performing the duties in connection with purchase order/supply order.

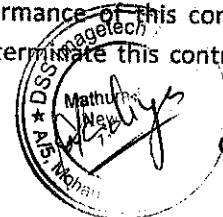
5. Fall Clause: If at any time during the Contract period, the PAC holder/ Vendor/ Manufacturer/ Distributor/Authorized Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organization including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

6. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

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Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

Signature



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**7. Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

**8.** Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

**9. Performance Security:** The PAC Holder/ Vendor/ Agency/ Authorized Dealer have to furnish Performance Security of Rs. 5,98,574/- (Rupees Five Lakh Ninety-Eight Thousand Five Hundred and Seventy-Four Only) in shape of FDR/TDR/irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 62 months i.e. Five years + Two months after completion of obligations under the contract.

**10. Insolvency etc.:** In the event of the PAC holder/ Vendor/ Agency/ Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other 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 herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.

**11. Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

**12. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

**13. Obligation of the PAC Holder:** The PAC holder/ Vendor/ Agency/ Authorized Dealer shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The PAC holder/ Vendor/ Agency/ Authorized Dealer shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the PAC holder/ Vendor/ Agency/ Authorized Dealer in respect thereof, which may arise.

**14. Arbitration:** If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, Sole arbitrator will be appointed by the Director, AIIMS Bhubaneswar in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

*me*  
Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

Page 3 of 4



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THIS AGREEMENT will take effect from \_\_\_\_\_ Day \_\_\_\_\_ Month of \_\_\_\_\_

Two Thousand Twenty and shall be valid for Five Years.

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

<p>For and on behalf of the 'PAC holder/ Vendor / Firm/ Authorized Dealer'</p>   <p>Signature of the Authorized Official</p>   <p>Name of the Official</p>   <p>Seal of the 'PAC holder/ Vendor/ Firm/ Agency/ Authorized Dealer'</p>   <p>Signed, sealed and delivered by the said official of PAC holder/ Vendor in presence of</p>	<p>For and on behalf of the 'Director, AIIMS, Bhubaneswar'</p>   <p>Signature of the Authorized Officer</p>   <p>Name of the Officer</p>   <p>Seal of the Authorized Officer</p>   <p>Signed, sealed and delivered by the said officer in presence of</p>
<p>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Witness: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002



**Annexure-I**

M/s Mediplus

Item: Upper GI Endoscope (Adult), Model: N3802930

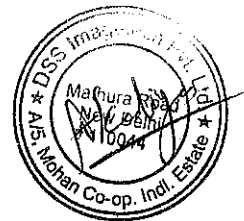
Material	HSN Code	Part Code	Descriptions	Qty	Price (In Rs.)	GST%	GST Amount (In Rs.)	Amount Including GST (In Rs.)
N3802930	9018	GIF-HQ190 W/BR (EN)	UPPER GI ENDOSCOPE ADULT	01	2,003,615.00	12	2,40,433.80	2,244,049.00
4802330	9018	FB-25K-1	FB-25K-1 BIOPSY FORCEPS (FENESTRATED)	05	65,006.00	12	7,800.72	72,806.00
4802330	9018	FB-25K-1	FB-25K-1 BIOPSY FORCEPS (FENESTRATED)	05	65,006.00	12	7,800.72	72,806.00
GV803800	9018	BW-20T- CHANNEL CLEANING BRUSH	BW-20T CHANNEL CLEANING BRUSH	05	19,861.00	12	2,383.32	22,244.00
GV394900	8481	MH-443	SUCTION VALVE	02	7,445.00	18	1,340.10	8,785.00
GV404200	8481	MH-438	A/W VALVE	02	8,707.00	18	1,567.26	10,274.00
GX0283	8481	MB-358	BIOPSY VALVE	10 PKT	13,994.00	18	2,518.92	16,513.00
A10000000520		COMPUTER SYSTEM	COMPUTER 15 PROCESSOR WITH ANTIVIRUS	01	61,972.00	18	11,154.96	73,127.00
A10000000530		PRINTER	COLOR LASERJET PRINTER	01	19,366.00	18	3,485.88	22,852.00
A10000000490		UPS	2KVA UPS	01	54,759.00	18	9,856.62	64,616.00
TOTAL Rs.					23,19,731.00		2,88,342.30	26,08,073.30
GRAND TOTAL Rs. ROUND OFF (Final Price Including GST)								26,08,072.00



Dr. B. C. SHARMA  
Director-Professor & Head  
GIPMER, New Delhi-110002

Sr. Procurement-cum Store Officer

AIIMS, BHUBANE 5 MAR





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

**At - Sijua (Patrapada), Post - Dumuduma, Bhubaneswar (Odisha) - 751 019**

Reference No: J-11057(023)/2020-21/S&P/793

Dated: 17<sup>th</sup> November, 2020

**PURCHASE ORDER NO. 581 /2020-21(PAC)**  
**GST of AIIMS, BBSR: 21AAAGA0127K1Z5**

To,

**M/s OLYMPUS MEDICAL SYSTEMS INDIA PRIVATE LIMITED**

Ground Floor, Tower-C, SAS Tower, The Medicity Complex,

Sector-38, Gurugram- 122 001, Haryana, INDIA

Phone: +91-9810431519, 8658296969

Email: robin.kaul@olympus-ap.com, soumyakant.rath@olympus-ap.com

**Subject : Supply, Installation & Commissioning of Motorized Spiral Enteroscope System (Make: Olympus) for the Department of Gastroenterology at AIIMS, Bhubaneswar**

- Ref. : (i) Your Quotation Ref. No. OMSI/19-20/1897 Dated 03-03-2020 & Negotiation Meeting dated 24-09-2020  
(ii) Your revised price offer ref. no. AIIMS\_BBSR/19-20/Power\_spiral Dt. 18-09-2020  
(iii) This Office Indent Ref. No. 1233(19-20) Dated 05-02-2020

Sir,

You are requested to supply the subject item(s) as per the details with the terms and conditions mentioned below: -

(A) Equipment Cost									
Sr. No.	Material	Product Description	HSN Code	Quantity Required	Unit Price (Excl. GST)	GST%	GST Amount	Unit Price (Incl. GST)	Amount
1.	N5788330	PS-1 INTESTINAL VIDEOSCOPE	90189044	01 No.	Rs. 33,14,890.00	12%	Rs. 3,97,787.00	Rs. 37,12,677.00	Rs. 37,12,677.00
2.	N6003260	PSCU(PAL) POWERSPIRAL CONTROL UNIT	90189044	01 No.	Rs. 20,35,613.00	12%	Rs. 2,44,274.00	Rs. 22,79,887.00	Rs. 22,79,887.00
3.	N5788700	DPST-1 SINGLE US POWERSPIRAL TUBE	90189044	20 Pcs.	Rs. 31,200.00	12%	Rs. 3,744.00	Rs. 34,944.00	Rs. 6,98,880.00
4.	R5000753	93420011. ENDOLAN MEDICAL LUBRICATING GEL	34039900	01 No.	Rs. 11,235.00	18%	Rs. 2,022.00	Rs. 13,257.00	Rs. 13,257.00
TOTAL AMOUNT (Including GST)									Rs. 67,04,701.00
Rupees Sixty-Seven Lakh Four Thousand Seven Hundred and One Only									
(B) Post Warranty CMC Charges for 05 Years									
Description				Year	Basic Amount	GST	Amount		
Post Warranty CMC Charges for 05 Years				06 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00		
				07 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00		
				08 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00		
				09 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00		
				10 <sup>th</sup> Year	Rs. 2,65,625.00	As applicable	Rs. 2,65,625.00		
Total CMC Charges for 05 Years (Excluding GST)							Rs. 13,28,125.00		
Rupees Thirteen Lakh Twenty-Eight Thousand One Hundred and Twenty-Five Only Plus GST as applicable									
(C) FREE OF COST ITEMS									
Sr. No.	Material	Product Description	HSN Code	Quantity					
1.	N2654440	UCR ENDOSCOPIC CO2 REGULATION UNIT	90189044	01 No.					
2.	N1000300	MAJ-1081 CYLINDER HOSE (DIN FOR UHI-3	40094100	01 No.					
3.	N3493330	MAJ-1816 EXTRA LOW FLOW GAS TUBE	39172990	01 No.					
4.	N4456730	MAJ-2020(E) GAS/WATER VALVE	84818090	01 No.					
5.	N3528930	D-201-10704 (10 PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
6.	N3529130	D-201-11804 (10PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
7.	N3529430	D-201-14304 (10PCS/SET) DISP. DISTAL ATT	90189044	02 Packs					
8.	5212230	MAJ-296 (5 PCS) DISTAL ATTACHMENT	90189044	02 Packs					
9.	A10000000480	CO2 REGULATOR	90189044	01 No.					



**Dr. B. C. SHARMA**  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

**Sr. Procurement-cum-Store Officer**  
Ph.: 0674-2476035/669/044  
Email: spo@aiimsbhubaneswar.edu.in

Terms and Conditions :-		
1.	Delivery/ Completion	: All the goods ordered shall be delivered on or before <u>31st</u> January, 2021. The acceptance of Purchase Order may be intimated by E-mail or by return post immediately. In case no acceptance order is received, the date of Purchase order shall be taken into consideration. All the aspects of safe delivery, installation, commissioning and functioning shall be the exclusive responsibility of the supplier.
2.	Terms of delivery	: F.O.R. at Central Store, Academic Block, AIIMS, Bhubaneswar. (Landline No. 0674-2476652/0674-2476044)
3.	Warranty/ Guarantee	: <ul style="list-style-type: none"> <li>• The equipment shall be with <b>Five (05)</b> 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 components.</li> <li>• Warranty would be followed by 5 year CMC and during CMC period, the supplier/company should provide minimum of 05 (five) preventive maintenance as routine services.</li> <li>• After sales services must be provided at installation premise, AIIMS, Bhubaneswar</li> <li>• In situations requiring service or repair of the unit outside AIIMS, Bhubaneswar, the expenditure on the account of this will have to be borne by the supplier.</li> </ul>
4.	CMC Charges	: During CMC Period, the supplier/company should provide minimum 04 (four) preventive maintenance as well as routine services. After sales services must be provided at AIIMS, Bhubaneswar. In situations requiring service or repair of the unit outside AIIMS, Bhubaneswar, the expenditure on the account of this will have to be borne by the supplier.
5.	Inspection & Commissioning, if any	: The consignee or his authorized representative shall carry out the inspection of the supplied material at AIIMS, Bhubaneswar. In case the material is not found in accordance with the prescribed specifications or otherwise defective, it will be rejected and will have to be replaced by the supplier at their own risk & cost.
6.	Uptime Guarantee	: The firm shall provide uptime guarantee of 95% during warranty, with acceptance of the penalty clause in case of failure to do so.
7.	Downtime Penalty Clause	: During the comprehensive warranty period, the guarantee uptime of 95% of 365 days will be ensured. In case the down time exceeds the 5% limit penalty of extension of guarantee 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 AIIMS, Bhubaneswar. 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. 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.
8.	Penalty Clause	: The supplier shall have to successfully supply, install, commission and satisfactorily demonstrate to make it fully functional, failing which they will forgo EMD/Security Deposit furnished by them and necessary action, as deemed proper, will be taken against the firm as per rules.
9.	Fall Clause	: If at any time during the Contract period, the Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organisation including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, if any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.
10.	Late Delivery Charges	: If the supplier fails to deliver & complete the installation & commissioning of the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or part thereof exceeding 3 days from the date of expiry of allowable time as stipulated above (the date of issue/acceptance of supply order and the date of delivery being excluded) of the basic cost shall be levied subject to maximum of 10%.
11.	Agreement	: The Supplier shall initiate necessary steps for Agreement on non-judicial Stamp Paper of Rs. 100.00 (Rupees HUNDRED only) to be duly signed by the Supplier and AIIMS, Bhubaneswar within 10 (Ten) days from the date of acceptance of Purchase Order.



12.	Performance Security	:	The supplier shall require to submit the performance security within 10 (Ten) days from the date of acceptance of supply order in the form of Irrevocable Bank Guarantee (BG) or Fixed/Term Deposit Receipt issued by any Nationalised Bank for an amount equal to 10% of the basic value i.e. Rs. 5,98,574/- (Rupees Five Lakh Ninety-Eight Thousand Five Hundred and Seventy-Four Only) and should be kept valid for a period of 62 Months i.e. 05 (Five) Years & extra 60 days beyond completion of all contractual obligations including Warranty period under the contract.
13.	Payment	:	(a) <u>The Vendor/Supplier is requested to submit the GST Invoices in triplicate and mandate form duly signed by concerned bank along with a proof of cancelled cheque/bank details in case of NEFT/RTGS/PFMS/Online payment transfer with the invoice.</u> (b) <u>An amount of 70% of the total value shall be released after successful &amp; satisfactory delivery, installation, commissioning and demonstration of the equipment against submission of Performance Security &amp; Execution of Contract Agreement.</u> (c) <u>Balance 30% of the amount shall be released after one month of successful installation, commissioning &amp; functioning (SITC) of the equipment and basing upon the report of satisfactory functioning to be furnished by the User Department.</u> (d) <u>The payment may be released through NEFT/RTGS/PFMS/online payment transfer.</u> (e) <u>The CMC amount shall be released after completion of 05 years warranty period on the basis of mutual agreement between consignor and consignee.</u>
14.	Training	:	Necessary Training to Doctor/Technician Staff must be provided by Principal/Indian Agent/Engineer at free of cost for smooth operation and maintenance of equipment to the satisfaction of user department, If required by AIIMS, Bhubaneswar.
15.	Applicable Law	:	(a) 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. (b) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar, Odisha, India only (c) 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. (d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier

Yours Sincerely,

*3mhr*  
Sr. Procurement-cum-Store Officer  
Ph.: 0674-2476035/669/044  
Email: spo@aiimsbhubaneswar.edu.in

**Copy to: - (Internal)**

- |                                   |   |   |
|-----------------------------------|---|---|
| 1. HOD, Dept. of Gastroenterology | - | for kind information please.                      |
| 2. F&CAO/Accounts Officer         | - | for kind information please.                      |
| 3. ASO- Store                     | - | for kind information and necessary action please. |
| 4. Assistant Security Officer     | - | for kind information and necessary action please. |
| 5. Office Copy/ PO Folder         |   |   |

*3mhr*  
Sr. Procurement-cum Store Officer



*me*  
Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

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Contract Form  
(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

**Contract Agreement for**  
**Motorized Spiral Enteroscope System (Make: Olympus)**

This agreement is made at Bhubaneswar on the \_\_\_\_\_ day \_\_\_\_\_ month of Two Thousand Nineteen between All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha) (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

**BETWEEN**

M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter called the '**PAC holder/ Vendor/ Agency/ OEM/ Authorized Dealers**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the 'Client' is desirous to engage the 'PAC holder' for supplying, installation & commissioning of **Motorized Spiral Enteroscope System (Make: Olympus)** on Proprietary basis at AIIMS Bhubaneswar for which the 'PAC holder' as per the terms & conditions stated below for execution and completion of supply, installation & commissioning of **Motorized Spiral Enteroscope System (Make: Olympus)** as well as guarantee of such works and rectification of defects therein.

**Terms & Conditions of the Contract Agreement:**

**1. Period of Contract Agreement & Consumables Price:** The contract shall be for a period of 05 (Five) years from the date of satisfactory installation & commissioning of the equipment.

**2. Warranty/Guarantee of the Equipment:**

(a) The Equipment will be with 60 (Sixty) months Onsite Warranty including Spare Parts & Labour etc. for trouble free functioning and maintenance of the facility from the date of satisfactory installation & commissioning absolutely at no extra cost to the institute. It ensures that the installed equipment is the latest model as per the Purchase Order Specifications and the spares for the equipment will be available for a period of at least 5 years after the warranty/ guarantee period of Five Years.

The PAC holder/ Vendor/ Agency/ Authorized Dealer shall enter into CMC with AIIMS, Bhubaneswar for 05 (Five) Years after completion of 05 (Five) Years comprehensive warranty at below mentioned CMC Charges on the basis of mutual agreement between Contract Holder & AIIMS, Bhubaneswar:

Year	Amount
06 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
07 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
08 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
09 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable
10 <sup>th</sup> Year	Rs. 2,65,625.00 Plus GST as Applicable

***The PAC holder/ Vendor/ Agency/ Authorized Dealer will guarantee One visit of technical support staff every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs /breakdown calls.***

Contd. P/2...



*Dr. B. C. SHARMA*  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

13/c

### 3. Penalty & Recovery of Sums Due:

(a) The PAC holder/ Vendor/ Agency/ Authorized Dealer guarantees that the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% up time on yearly basis throughout the warranty period as well as during the service contract period).

If the equipment is out of order for more than 05 (Five) hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 02 (Two) days while calculating the 95% guaranteed up time.

Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/ Accessories or parts thereof, free of cost, at the ultimate destination. The Contract holder shall take over the replaced parts/ accessories/ stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/ accessories/ stores thereafter. The penalty clause for non-replacement will be applicable as stated below.

(b) If the PAC holder/ Vendor/ Agency/ Authorized Dealer, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the PAC holder/ Vendor/ Agency/ Authorized Dealer and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the PAC holder/ Vendor/ Agency/ Authorized Dealer.

The PAC holder/ Vendor/ Agency/ Authorized Dealer will be required to pay a penalty of Rs. 300/- (Rupees Three Hundred Only) per day for per unit in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the PAC holder/ Vendor/ Agency/ Authorized Dealer.

(c) In case the Penalty Amount is not paid by the PAC holder/ Vendor/ Agency/ Authorized Dealer, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the PAC holder/ Vendor/ Agency/ Authorized Dealer.

4. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the PAC holder in the course of their performing the duties in connection with purchase order/supply order.

5. Fall Clause: If at any time during the Contract period, the PAC holder/ Vendor/ Manufacturer/ Distributor/Authorized Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organization including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

6. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

Contd. P/3...



Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPIER, New Delhi-110002

**7. Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

**8.** Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

**9. Performance Security:** The PAC Holder/ Vendor/ Agency/ Authorized Dealer have to furnish Performance Security of Rs. 5,98,574/- (Rupees Five Lakh Ninety-Eight Thousand Five Hundred and Seventy-Four Only) in shape of FDR/TDR/Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 62 months i.e. Five years + Two months after completion of obligations under the contract.

**10. Insolvency etc.:** In the event of the PAC holder/ Vendor/ Agency/ Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other 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 herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.

**11. Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

**12. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

**13. Obligation of the PAC Holder:** The PAC holder/ Vendor/ Agency/ Authorized Dealer shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The PAC holder/ Vendor/ Agency/ Authorized Dealer shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the PAC holder/ Vendor/ Agency/ Authorized Dealer in respect thereof, which may arise.

**14. Arbitration:** If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, Sole arbitrator will be appointed by the Director, AIIMS Bhubaneswar in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

Contd. P/4...





Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
AIIMS, Bhubaneswar

THIS AGREEMENT will take effect from \_\_\_\_\_ Day \_\_\_\_\_ Month of \_\_\_\_\_  
Two Thousand Twenty and shall be valid for Five Years.

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

<b>For and on behalf of the 'PAC holder/ Vendor / Firm/ Authorized Dealer'</b>	<b>For and on behalf of the 'Director, AIIMS, Bhubaneswar'</b>
Signature of the Authorized Official	Signature of the Authorized Officer
Name of the Official	Name of the Officer
Seal of the 'PAC holder/ Vendor/ Firm/ Agency/ Authorized Dealer'	Seal of the Authorized Officer
Signed, sealed and delivered by the said official of PAC holder/ Vendor in presence of	Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____

  
  
Dr. B. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002



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GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
G.B.PANT HOSPITAL, NEW DELHI  
1-JLN MARG, NEW DELHI

PROPRIETARY ARTICLE CERTIFICATE

Name of the Equipment/ITEM... Mechanical endoscopy system.....

The intended Goods are manufactured by

M/s Olympus Corporation Japan

No other make or model is acceptable for the following reasons:

No other firm manufacture it

Concurrence of finance wing to the proposal has been received vide:---

Approval of the Competent authority vide:

Signature and Stamp of the Procuring Officer/H.O.D.



Dr. D. C. SHARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002

Date: 18.01.2021

Ref: OMSI/20-21/647

To,  
The HOD,  
Department of Gastroenterology,  
G. B. Pant Hospital,  
NEW DELHI

**Subject: Proprietary Article Certificate cum Compatibility Certificate for Motorised Spiral Endoscope.**

Dear Sir/ Madam,

We do hereby certify that PowerSpiral Enteroscopy system (Model: PSF-1, PSCU, DPST-1 & Endolan) are proprietary Items of M/s. Olympus Corporation, Japan.

PowerSpiral is world's first motorized spiral endoscope with integrated motor in the handle of the scope. PowerSpiral is manufactured by M/s. Olympus Corporation having their office at 2951, Ishikawa-Cho, Hachioji -shi, Tokyo 192 -8507, Japan.

**The product (PSF-1) is equipped with the following features and benefits-**

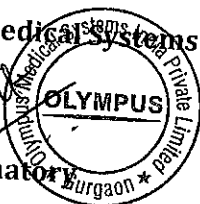
Features	Benefits
H image quality scope	Clear image may improve the quality of diagnose and therapy
Spiral insertion with soft fin	Improve maneuverability of scope
HFT	Better insertion and improve the maneuverability of scope
3.2mm channel scope	Larger instrument channel extends range of applicable therapy
Compatible with water jet	Smooth instrument insertion
Foot pedal with speed and direction control	Improve the efficiency of enteroscopy
Short length of scope	Reduction of total procedure time
Automated limit function	Single operator insertion
Maintenance alert	Easy insertion may reduce procedure time
	Less complex handling compared to BAE
	More precise positioning during insertion, withdrawal, and therapy
	Safer insertion
	Controlled repair

Also confirm that this equipment is compatible with existing Video Processor (CV-190) and Xenon Light Source (CLV-190)

Thanking you,

For Olympus Medical Systems India Pvt. Ltd.,

Authorized Signatory



## Technical Specification for Mechanised Enteroscope

Mechanised Enteroscopy System with capabilities as specified below:

- Mechanised enteroscope
- Video processor with light source fully compatible with the above and with capabilities as specified below
  - Medical grade HD monitor 26 inches fully compatible with the above systems
  - Endoscopy reporting software fully compatible with the above systems
  - Original Trolley assembly for mobile transport of the above systems
  - Branded computer with UPS fully compatible with the above systems
  - Branded ink tank fully compatible with the above systems
- Mechanised enteroscopy System (compatible with the above system)
  - latest model
  - Built in HDTV compatible CCD with close focus observation capacity.
  - Suitable for mucosal enhancement imaging
  - Auxiliary water jet for mucosal cleansing.
  - Should be compatible with the above quoted high definition video processor.
- Specifications Sub-specifications Enteroscope
  - Optical System Field of view 140°
  - Insertion Section Distal end outer diameter < 11.5 mm
  - Insertion tube outer diameter < 12 mm
  - Instrument Channel Channel inner diameter 3.2 mm or more
  - Total Length 1600-2000 mm
- Mechanised control Unit
  - should have automatic rotation force control function
- Video Processor: Should have following specifications.
  - Narrow Band Imaging (NBI), Dual focus: Two focus settings of normal and near focus
  - 16:9 and 16:10 outputs for HDTV monitors
  - The system has compatible analog, HD-SDI, and DVI output
  - Internal memory of 1GB and external portable memory of 2GB
  - Optical zoom and digital zoom up to 1.5X
- Xenon Light Source
- High-Definition LCD monitor:
  - 26 inch full HD LCD panel with a 16:10 aspect ratio and high contrast and wide viewing angle, Multiple HD and SD inputs
- Compatible enteroscope biopsy forceps - 40 reusable and 40 disposable
- Compatible enteroscope biopsy sclerotherapy needle- 20 in number
- Compatible enteroscope biopsy forcep-40

Comprehensive warranty of 5 years with spares and CMC for next 5 years. Compulsory provision of loaner within 48-72 hours



Dr. B. C. SPARMA  
Director-Professor & Head  
Dept. of Gastroenterology  
GIPMER, New Delhi-110002



Dr. AJAY KUMAR  
Associate Professor  
Department of Gastroenterology  
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Dr. SIDDHARTH SRIVASTAVA  
Professor  
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