

अखिल भारतीय आयुर्विज्ञान संस्थान पटना
ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

Ref .No: AIIMS/Pat./PC/2017/Surgery/F2928

Date: -16/09/2017

Subject: - Purchase of Semi Rigid Thorascope compatible with CV190 processor for Department of Pulmonary Medicine at AIIMS Patna on Proprietary Basis - Inviting Comments thereon.

COMPATAIBLE WITH CV190 PROCESSOR

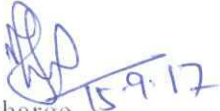
The AIIMS Patna is going to procure Semi Rigid Thorascope compatible with CV190 processor for Department of Pulmonary Medicine at AIIMS Patna on proprietary basis. The proposal submitted by M/s Olympus Medical Systems India Pvt. Ltd.,

The above documents are being uploaded for open Information to submit objections, comments, if any from any manufacturer regarding proprietary nature of the equipment/item within 15 days from the date of issue/uploading of the notification giving Reference:

AIIMS/Pat./PC/2017/PulMed/2928

The comments should be sent to Faculty In-charge, Procurement Cell, AIIMS Patna on or before 3rd October, 2017 up to 3:00 pm by registered post/hand or email, failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

Yours sincerely



Faculty In-charge
Procurement Cell
AIIMS, Patna
Email procurement@aiimspatna.org

Encl:

1. PAC Certificate
2. Quotation



Quotation No: 25082017-5

Date : 25.08.2017

To,
All India Institute of Medical Sciences.
Phulwari Sarif, Patna, Bihar 801507

Offer for Olympus Thoracoscope System

OLYMPUS ITEMS

MATERIAL	HSN CODE	PART CODE	DESCRIPTIONS	QTY.	PRICE (INR)	TAX	TOTAL PRICE (INCL TAX)
N4500530	9018	LTF-160 (E)	LTF-160 EVIS EXERAPLEURA VIDEOSCOPE	1	1580663	12%	1770342.56
N1002130	9018	MAJ-1058(E)	MAJ-1058(E)FLEXIBLE TROCAR 8MM	1	12802	12%	14338.24
5843030	9018	FB-55CR-1	FB-55CR-1 ROTATABLE BIOPSY FORCEPS	1	22565	12%	25272.80
N2485700	9018	MAJ1430 SCOPE CABLE	MAJ1430 SCOPE CABLE	1	89470	12%	100206.40
TOTAL PRICE					1705500		1910160

RUPEES NINETEEN LAKH TEN THOUSAND ONE HUNDRED SIXTY ONLY

TERMS & CONDITIONS :

Price	Price quoted is FOR destination Hospital Site.
Local Taxes	Included (Any change in Govt. Levies will be applied at the time of billing).
Octroi/Entry Taxes	Extra & to be borne by the customer.
Way Bill	Way Bill wherever applicable has to be provided by the customer before dispatch of material.
Order Placement	Order is to be placed in favour of: M/S Olympus Medical Systems India Pvt. Ltd., having office at Plot No. 536, GF Udyog Vihar, Phase-V, Gurgaon - 122001, India
Payment Terms	100% advance payment by DD in favour of Olympus Medical Systems India Pvt. Ltd., payable at Gurgaon along with the Purchase Order/RTGS remittance.
Bank Details	For NEFT/RTGS Method: Our bank details are: Beneficiary Name : OLYMPUS MEDICAL SYSTEMS INDIA PVT LTD Bank Name : HDFC BANK LTD Branch Name : Sandoz Branch, Mumbai IFSC Code : HDFC0000240 You are requested to do online transactions through ECMS mode. Please note the Virtual Account number provided is for RTGS/NEFT from other banks and Funds transfer through HDFC BANK Branch counter, on-line through Net banking and eNET mode.
Delivery	Within 6-8 weeks from the date of receipt of technically & Commercially confirmed Order.
Environment	The equipment offered can be damaged by dust and extreme changes in temperature and humidity, and we shall not be liable for damage caused by the same.
Power Requirement	Customer Responsibility Proper specified power & installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
Safety	For continued safe and optimum use of this equipment, the purchaser shall strictly follow the instructions given in the Operational manual. We shall not be responsible for damage injuries or losses suffered or caused, directly or indirectly, due to non-compliance with the operator's manual and other related instructions and norms. The customer hereby agrees and accepts that we or our principals are not responsible for any such damage that may occur to any party and .The customer further undertakes to keep us and our principals indemnified from any claims that may arise out of or in relation to such damage from any party.

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Intellectual Property Rights

It is agreed and acknowledged by the purchaser that in respect of all programs, software, manuals, knowhow, techniques, and other forms of proprietary information supplied by us through any acceptable media, whether documented or not, or constituted or contained in the equipment, operating manuals, product data sheets etc., shall be and remain the sole and exclusive property of us or the respective owner of such intellectual property, and that the sale of the equipment along with and such propriety or copyrightable materials supplied by us, shall only constitute a right to use by the purchaser and shall not amount to transfer of any such Intellectual property rights in favour of the customer. The purchaser undertakes to not make any unauthorized copied, by any means, or in any manner violate, breach, or infringe any and all or any of the said intellectual property rights and the customer shall be directly responsible for such a breach.

Modifications

1. Principals reserve the right to make and design improvements until the Products are delivered. Such improvements, however, shall not modify any material aspect of the Product.
2. If any modification to the product is required pursuant to any law or governmental regulation or requirement or interpretation thereof by any governmental agency, which is effective prior to the delivery date and which is applicable to the intended use of the product by the hospital, then in order to meet such requirement, such modification shall be made prior to the delivery date.
3. The customer shall pay to us the increased price if any caused by the modification said above.; such price increase however shall be agreed with mutual consent.

Warranty

We warrant the equipment against manufacturing defects, if any for a period of 60 months from the date of installation subject to Force Majeure and the following conditions.

Note:

1. INR Deals:

(a).Olympus products: 60 months from the date of installation or 61 months from the date of invoice to the customer whichever is earlier.

2.This warranty does not cover consumables, normal wear, & tear, wrongful handling, not following the user instructions given in the literature and unauthorized attachments or modifications

3.The warranty clause does not apply for the defects / repairs caused to the equipment due to negligent action of and commissions and omissions by the customer or the representative. The breach of contract conditions like non-payment / delayed payment of consideration and serving done by un-authorized persons makes the warranty conditions voidable at our hands.

4.The warranty claims what so ever, will be restricted to the value of goods sold, In case of return of goods by the customer due to manufacturing defect if manually agreed upon.

5.Opportunity cost and any other indirect costs incurred by the customer do not fall into the orbit or warranty.

Claim in case of Defective Equipment

1. In the event of any defect (against which the above warranty is provided) being found on the equipment on reaching the destination /site and thereafter within the warranty period set out above, replacement or repair will be carried out within 45 working days from the date of receipt of written notice of such defect by us.The warranty conditions replicate for defective equipment also.

2. If we do not have in our stock any equipment or components to replace the defective equipment or components thereof then the time taken to manufacture suppliers shall be in addition to the said period of 45 working days without any liability to us.

Force majeure

We shall not be liable for loss or damage due to delays caused by force majeure conditions and any failure of or delay in The performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour, disputes, embargoes, government orders, natural calamities or any other force majeure event.

Arbitration

Any difference or dispute arising out of or any reconciliation to these standard trading terms and conditions shall be Referred to arbitration. The arbitration shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 and the venue of the arbitration shall be at Gurgaon.

Limitation of Liability

In not event will company be liable to you for any lost profits, lost savings or incidental, indirect special or consequential damages, arising out of your use or inability to use the product or the breach of this agreement, and violation of user manual conditions even if advised of the possibility of such damages.

Deeming clause

The purchase order placed by the customer in response to the quotation is deemed to have accepted the terms and conditions attached to the quotation except to the extent, contrary conditions imposed if any in the customer Order. The contrary conditions if any imposed in the customer order require negotiation and acceptance.

Jurisdiction and Applicability of Law

Without prejudice to the arbitration clause any litigation that may arise out of or in relation to this Agreement including but not limited to any application under Section 9 and 11 of the Arbitration and the Conciliation Act of 1996 shall be dealt by the Courts in Gurgaon only in exclusion of all other courts.

CMC Prices

LTF-160: Rs. 79,033/-; Per Annum

CMC Clause: This is to clarify that CMC rates per annum will be applicable at the rates mentioned above for 5 years from Sixth year onwards. * GST will be extra as applicable.

The Agreement shall be governed by the Laws of the Union of India and the State of Haryana.

For Olympus Medical systems India Pvt. Ltd.

Vibudh Singh
31/08/2017
Authorised Signatory

OLYMPUS®

Your Vision, Our Future

OLYMPUS MEDICAL SYSTEMS INDIA PRIVATE LIMITED.
Ground Floor, Tower-C, SAS Tower, The Medicity Complex,
Sector - 38, Gurgaon 122001, Haryana, INDIA
Tel. : 0124-4999191 Fax : 0124-4999190
Website : www.olympusmedical.co.in
CIN : U33110HR2009FTC039611

Date: 22-08-2017

Ref: OMSI/17-18/404

To,
The Director,
All India Institute of Medical Sciences,
Phulwari Sharif,
Patna, Bihar - 801507

Respected Sir,

Subject : PROPRIETARY ARTICLE CERTIFICATE

This is to certify & Confirm that "Model No. LTF-160(E)" EVIS EXERA PLEURAVIDEOSCOPE product which has a capability of moving distal tip it up and down directions is being solely manufactured by M/s. Olympus Corporation having its manufacturing office at Shinjuku Monolith, 3-1 Nishi-Shinjuku, 2 - Chome, Shinjuku-ku, Tokyo-163-0914, Japan.

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

Thanking you,

For Olympus Medical Systems India Private Limited

Authorized Signatory



PC/1247
R-31/8/17