

**JAI PRAKASH NARAIN APEX TRAUMA CENTER
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RAJ NAGAR : NEW DELHI : 110 029
(SCHEDULE-‘A’)**

S.NO. OF TENDER : _____
FILE NO. : **TC- 439/Ortho/08-09/FSC**
Name of the party in whose Favour the Tender form has been issued : _____

**The Chief, JPNA Trauma Center
All India Institute of Medical
Sciences , Raj Nagar.N.Delhi-29**

(SEAL OF THE OFFICER)

Dear Sir,

1. I/We hereby submit our tender for the _____
2. I/WE now enclosing herewith the Bank Guarantee/D.D. No..... dated..... for **Rs.40,000/- drawn in favour of the “AIIMS JPNA Trauma Center A/C”, NEW DELHI” towards EMD/Bid Security. (TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNO-COMMERCIAL BID SHALL BE SUMMARILY REJECTED).**
3. I/We hereby agree to all the terms and conditions, stipulated by the JPNA T.C., AIIMS, in this connection, including delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
4. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
5. Tenders are duly signed (No thumb impression should be affixed).
6. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the JPNA (TC), AIIMS New Delhi-29.
7. I/We have gone through all terms and conditions of the tender documents before submitting the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

**Signature of
Tender(s) full Address.**

WITNESS _____
WITNESS _____
WITNESS _____
WITNESS _____

CHECK LIST FOR TERMS AND CONDITIONS

Check list for Terms and Conditions (To be filled by the bidder and submitted alongwith the technical bid)

1. Certificate for being in business for more than 2 years _____
2. Certificate for sole ownership/partnership _____
3. Statement of financial standing from bankers _____
4. Performance report/List of organization supplied with the same equipment _____

5. Rates quoted included all taxes/Rate is a CIF _____
6. Rates quoted as per tenders specifications _____
7. Authority letter from manufacture/principal enclosed _____
8. Affidavited that the firm has not been black listed in the past by any hospital _____

9. Affidavited that the firm has no vigilance case/CBI case pending against him/supplier

10. Affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause) _____

11. Quotation being submitted directly by the manufacturer or authorized distributor

12. Quality assurance certificate like ISI, ISO-9002, IP/BP or any other, please specify

13. Statement of turnover/annual report for each of the last three years attached

14. Bid Security amount enclosed deposited _____
15. Literature of original catalogue of the product attached for reference

16. Guarantee/Warranty period for _____

**(NAME OF THE BIDDER)
WITH SIGNATURE & SEAL**

**JAI PRAKASH NARAIN APEX TRAUMA CENTER
RAJ NAGAR : NEW DELHI : 110 029
STORES SECTION:**

F. No. TC-439/Ortho/07-08/FSC

Name of the Item: PURCHASE OF Arthroscopic PCL Reconstruction Set

The following items manufactured by international firms of repute with CE and FDA approval are required :

Arthroscopic Posterior Cruciate Ligament Reconstruction System :

Cannulated Drills, 6, 7, 8 and 9 mm
PCL Suture Pusher
PCL Rasp
PCL Popliteal Protector Cap
“Worm” Curving Suture Passer
Cannulated Headed Reamers, 7, 8, 9, 10 and 11 mm
Jacob’s Chuck Handle
PCL Femoral Target Marking Hook, right
PCL Femoral Target Marking Hook, left
Tunnel Dilator, 7.5 mm
Tunnel Dilator, 8.5 mm
Tunnel Dilator, 9.5 mm
Tunnel Dilator, 10.5 mm
Adapteur Drill Guide C-Ring
Calibrated Guide Pin Sleeve for 2.4 mm Pins
Drill Stop for Adapteur Drill Guide
PCL Tibial Adapteur Guide Marking Hook, curved
PCL Tibial Adapteur Guide Marking Hook, angled
Easy-In Easy-Out instruments
Cannulated Screwdriver Shaft for Bio-Interference Screw
Cannulated Screwdriver Shaft, 3.5 mm Hex
Ratcheting Screwdriver Handle
Suture Retriever
PCL Curved Curette, closed end
PCL Straight Curette, closed end
Chuck Key
PCL reconstruction ToolBox Instrumentation Case

Demonstration of equipments and instruments should be made available as per the requirement of the user department.

**JAI PRAKASH NARAIN APEX TRAUMA CENTER
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
RAJ NAGAR : NEW DELHI : 110 029
(SCHEDULE-'B')**

Tender Ref. No. : TC-439/Ortho/08-09/FSC
Subject : Purchase of Arthroscopic PCL Reconstruction Set
Date of Submission : 19.05.2008 (upto 12.30 p.m.)
Date of Opening : 21.05.2008 at 10.30 a.m.

1. Tender should be addressed to the Chief, JPNA Trauma Center, All India Institute of Medical Sciences, Raj Nagar, New Delhi-29 and submitted to the Office of the Stores Officer, (TC) under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated otherwise would be taken on its face value. The rates may be quoted on separate sheets failing which the tender(s) will be rejected.
2. Mixed quotations will not be considered for acceptance.

3. **IN CASE OF THE TENDER DOUMENTS DOWNLOADED FROM THE WEBSITE :-**
THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT www.aiims.ac.in, www.aiims.edu and www.tender.gov.in. IN SUCH CASE, THE BIDDERS ARE REQUIRED TO SUBMIT THE TENDER COST FEE OF Rs.1000/- (NON-REFUNDABLE) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF "AIIMS JPNA Trauma Center A/C", NEW DELHI, AND THE SAME SHOULD ESSENTIALLY BE ENCLOSED ALONGWITH THE TECHNO COMMERCIAL BID. THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, "DOWNLOADED FROM THE WEBSITE" ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING TECHNO COMMERCIAL BID & PRICE BID SEPARATELY. IN NO CASE, THE TENDER COST FEE SHOULD BE MIXED WITH EMD AMOUNT. THE TENDERS NOT FOLLOWING THE ABOVE PROCEDURE WILL BE SUMMARILLY REJECTED.

4. TENDER SHOULD BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:
PART-I :- TECHNO-COMMERCIAL BID IN ONE SEALED COVER.
PART-II:- PRICE BID/FINANCIAL BID IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN ONE OUTERCOVER INDICATING THEREON:

- i) Reference No. of the Tender _____
- ii) Tender regarding _____
- iii) Due date for submission of the tender : _____
- iv) Due date for opening of the tender _____
- v) Name of the firm _____

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

NOTE:- TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

5. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. THE JPNA(TC)/INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'. PLEASE EXCLUDE CUSTOM DUTY COMPONENT IN RUPEE QUOTE AS THE INSTITUTE IS EXEMPTED FROM THE PAYMENT OF CUSTOMS DUTY. However, Excise Duty, if any, should be shown separately. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
6. IN CASE OF IMPORT THE TENDERERS ARE REQUIRED TO QUOTE FOB & CIF VALUE SEPARATELY DULY MENTIONING THE BREAKUP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO, FAILING WHICH THEIR TENDER WILL BE SUMMARILY REJECTED.
7. **THIS TENDER DOCUMENT IS NON-TRANSFERABLE.**
8. The Tender forms be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rates amount tendered by him/them. Any discrepancy between the figures and words, the amount written in words will prevail. Alterations/over-writings, unless legibly attested by the tenderer, shall disqualify the tenders. The tenders should be signed by the tenderer himself/themselves or his/their authorized agent on his/their behalf (Authorization may be enclosed, if applicable).
9. THE FORWARDING LETTER/UNDERTAKEN (SCHEDULE 'A') DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONGWITH QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.
10. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
11. The tender rates should be kept open/valid for a period of one year from the date the tenders are opened
12. The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.
13. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
14. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO **Rs. (as indicated in the tender Notice and Schedule-A of this tender document)**/- BY WAY OF DEMAND DRAFT/ BANK GUARANTEE DRAWN IN FAVOUR OF "AIIMS JPNA Trauma Center A/C", NEW DELHI", (PREFERABLY BANK GUARANTEE) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. IN CASE OF BANK GUARANTEE, IT SHALL BE VALID FOR ONE YEAR FROM THE DATE OF OPENING AND THE SAME SHOULD BE FROM ANY SCHEDULED BANK (AS PER THE LIST ENCLOSED). CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.

15. If the delivery is not effected on due date, the Chief, JPNA TC, AIIMS, N. Delhi will have the right to impose penalty as under:
A) First extension for one month or part thereof _____ @2%.
B) Second extension for an additional month _____ @ 3%
or part thereof.

16. In case of non supply of Stores within the due date i.e. within the date of delivery, the Chief, JPNA(TC), AIIMS, New Delhi will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.

17. SOFTWARE AND HARDWARE UPGRADATION

Free up-gradation of software (all update & upgrades) upto 5 years.

18. Rates quoted should be valid for 12 months from the date of opening of tender
19. THE TENDERERS ARE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED.
20. Any other statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
21. Force meajure will be accepted on adequate proof thereof.
22. The Chief, JPNA(TC), AIIMS New Delhi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
23. No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.
24. The Chief, JPNA(TC), AIIMS, reserves the right to cancel/reject full or any part of the tender which do not fulfill the conditions stipulated in the tender.
25. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
26. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
27. Any action on the part of the tenderer to influence anybody in the said Center/Institute, will be taken as an offence, he will not be allowed to participate in the tender enquiry and their offer will not be considered.
28. Material confirming to the specifications should be quoted. In case of alternative offers, full specifications and utility should be indicated. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item No.
29. Genuine equipments and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported.
30. The tenderers are required to quote the mode of shipment by Air/Sea/ Airport Parcel and should give separate breakup of freight and Insurance Charges.
31. Supply of equipment means-Installation and Commissioning at site. No separate charges will be paid separately on this account.

32. **UP TIME GUARANTEE:**

The firm should provide uptime guarantee of 95%.

33. **Downtime penalty Clause**

33.1 During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. 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 the Institute. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.

In no case instrument should remain in non-working condition for more than 7days, beyond which a penalty of 2% of machine cost will be charged per day.

33.2 The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

34. **GUARANTEE/WARRANTEE PERIOD:** THE TENDERERS MUST QUOTE FOR 5 YEARS COMPREHENSIVE WARRANTY FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. ALSO THE BIDDERS ARE REQUESTED TO SUBMIT THEIR QUOTE FOR SUBSEQUENT 5 YEARS CMC. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMERILY REJECTED. THE PRICE COMPARISON SHALL BE MADE TAKING INTO ACCOUNT ON BASIC PRICE AND POST WARRANTY CMC.

35. **DELIVERY:** The successful bidders should strictly adhere to the following delivery schedule Supply, Installation & Commissioning should be effected within 6 to 8 weeks from the date of Supply Order and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.

36. **SPARE PARTS:** The separate price list of all spares and accessories (Including minor) required for maintenance and repairs in future after guarantee/warrantee period must be attached/enclosed along with the sealed quotation without this quotation will not be considered.

If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.

37. The tenderers are required to furnish the list of spares along with their cost in the Financial bid failing which their bids are liable to be rejected

38. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.

39. Payment of Agency Commission, if any, payable in rupees must be indicated. If no Agency Commission is admissible from the foreign suppliers must be indicated specifically.

40. Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, place of shipment/Airfreightment etc.

41. Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.

42. SUCCESSFUL TENDERERS WILL HAVE TO FURNISH PERFORMANCE BANK GUARANTEE FOR 10% CONTRACT VALUE FROM ANY SCHEDULED BANK (AS PER THE LIST ENCLOSED) VALID FOR THE WARRANTY PERIOD.

43. The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/Equipments of identical description are made to any other person/organization/Institution during the period and should attach an undertaking.

FALL CLAUSE

44. If, at any time, during the said period, the supplier reduce the said prices of such Stores/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Chief, JPNA (TC), All India Institute of Medical Sciences and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
45. Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.
46. The supplier shall furnish the following certificate to the Accounts Officer (TC) alongwith each bill for payment for supplies made against in Rate Contract Tender.

“I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution upto date of bill/the date of completion of supplies against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender”.

47. The supplier shall furnish a list of organizations where the equipment, in question, has/have been supplied with the period during the last one year.
48. THE GOODS MUST INVARIABLY BE CONSIGNED THROUGH OUR NOMINATED FREIGHT FORWARDERS INDICATED IN THE SUPPLY ORDER.

49. a) **PAYMENT TERMS (IN CASE OF IMPORTS)**

- 1) Agency Commission will be paid to Indian agents in Indian Rupees, after satisfactory installation of equipment.
- 2) Letter of Credit will be opened on FOB/CIF value, as the case may be, for full amount after deducting the Agency commission/Technical Service Charges.
- 3) 100% payment shall be released against presentation of shipping documents against a performance Bank Guarantee valid for the warranty period for 10% value from any Scheduled Bank (as per the list enclosed). Otherwise 90% payment will be released against presentation of shipping documents & balance 10% payment will be released after Installation against Bank Guarantee.

b) **PAYMENT TERMS (IN CASE OF RUPEE OFFER)**

1. 100% PAYMENT WILL BE MADE AFTER SUPPLY, installation & satisfactory demonstration of the said equipment subject to submission of Performance Bank Guarantee for 10% value of the order valid for the comprehensive warranty period from any Scheduled Bank (as per list enclosed). OTHERWISE 90% PAYMENT WILL BE RELEASED AFTER INSTALLATION & BALANCE 10% PAYMENT WILL BE RELEASED AFTER WARRANTY PERIOD OR AGAINST BANK GUARANTEE FOR THE WARRANTY PERIOD.
2. Payment shall be made through cheque or Electronic Clearing System. In case of cheque, the same will be dispatched through Registered Post and postal charges shall be deducted from the bill.

SECTION – XV
LIST OF SCHEDULED BANKS

A Nationalized Banks

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Newbank of India
13. Oriental Bank of Commerce
14. Punjab National Bank
15. Punjab & Sindh Bank
16. Syndicate Bank
17. Union Bank
18. UCO Bank
19. United Bank of India
20. Vijaya Bank

B. State Bank of India and its Associated Banks

21. State Bank of India
22. State Bank of Bikaner & Jaipur
23. State Bank of Hyderabad
24. State Bank of Indore
25. State Bank of Mysore
26. State Bank of Patiala
27. State Bank of Saurashtra
28. State Bank of Travancore

C Private Sector Banks

29. Bank of Madurai Ltd., Madurai
30. Bank of Rajasthan Ltd., Udaipur
31. Bareilly Corporation Bank Ltd., Bareilly
32. Banaras State Bank Ltd., Banaras
33. Bharat overseas Bank Ltd., Madras
34. Catholic Syrian Bank Ltd., Trichur
35. Dhanalakshmi Bank Ltd., Alwaye
36. Jammu & Kashmir Bank Ltd., Srinagar
37. Federal Bank Ltd., Alwaye
38. Karnataka Bank Ltd., Mangalore
39. Karur Vysya Bank Ltd.,

40. City Union Bank Ltd.,
41. Lakshmi Vikas Bank Ltd.,
42. Lord Krishna Bank Ltd., Kodangallur
43. Nainital Bank Ltd., Nainital
44. Nedungadi Bank Ltd.,
45. Punjab Co-operative Bank Ltd., Amritsar
46. Ratnakar Bank Ltd.,
47. Sangli Bank Ltd.,
48. South Indian Bank Ltd., Trichur
49. Tamilnadu mercantile Bank Ltd.
50. United Western Bank Ltd.,
51. Vysya Bank Ltd., Bangalore

D. Foreign Banks

52. ABN Amro Bank N.V.
53. American Express Bank Ltd.,
54. Bank of American National Trust
55. Banque Nationale de Paris
56. Bank of Tokyo Ltd.
57. British Bank of the Middle East
58. Standard Chartered bank
59. Citi Bank NA
60. ANZ Gindlays Bank Ltd.,
61. The Sakura Bank Ltd.,
62. Sonali Bank
63. Deutsche bank A.G
64. Bank of Oman Ltd.,
65. Abu Dhabi Commercial Bank Ltd.,
66. Banque Indosuez
67. Bank of Nova Scotia, Toronto
68. Societe General, Paris
69. Oman International Bank, S.A.G.O.
70. Bank of Bahrain and Kuwait (B.S.C)
71. Hongkong & Shanghai Banking Corporation Ltd.
72. Credit
73. Barelays Bank P/c.
74. Sanwa Bank, Tokyo

E Non-Scheduled Bank

75. Kashi Nath Seth Bank Ltd.
76. Bari Poab Bank Ltd.
77. General Bank of Kurudwad Ltd.

The list of banks is subject to change as and when Reserve Bank of India notifies any change in the list.