

**OFFICE OF THE DIRECTOR
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR : NEW DELHI : 110 029
(SCHEDULE-‘A’)**

S.NO. OF TENDER : _____

FILE NO. : 3-S/Stores/07-08/RS/Advt.XVIII/Paed/MK/Sch.IV

Name of the party in whose : _____

favour the Tender form has _____
been issued _____

**The Director,
All India Institute of Medical
Sciences , Ansari 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.4500/-** drawn in favour of the “**SCHEME FUND ACCOUNTS,
AIIMS, 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 AIIMS, in this connection
including delivery, 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 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

Tenders 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 period for _____ year (_____ years with spars, _____ years without spares). Warranty period for _____ .

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

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR : NEW DELHI : 110 029
(SCHEDULE-'B')**

Tender Ref. No. : 3-S/Stores/07-08/RS/Advt.XVIII/Paed/MK/Sch.IV

Subject : Purchase of Hybridization System

Date of Submission : 23.4.08 (upto 4.30 P.M.)

Date of Opening : 24.4.08 at 11.00 A.M.

1.Tender should be addressed to the Director, All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29 and submitted to the Office of the Asstt. Stores Officer, (Research Section) Jawahar Lal Nehru Auditorium 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.100/- (NON-REFUNDABLE) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF SCHEME FUND ACCOUNT, AIIMS, 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 _____
- vi) _____

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 INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'. PLEASE EXCLUDE EXCISE DUTY/CUSTOM DUTY COMPONENT IN RUPEE QUOTE AS THE INSTITUTE IS EXEMPTED FROM THE PAYMENT OF EXCISE DUTY/CUSTOMS DUTY. 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 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.4,500/-** BY WAY OF DEMAND DRAFT/ BANK GUARANTEE DRAWN IN FAVOUR OF "SCHEME FUND ACCOUNT, AIIMS, 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/FDR 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.

31. Supply of equipment means-Installation and Commissioning at site. No separate charges will be paid separately on this account.

UP TIME GUARANTEE:

The firm should provide uptime guarantee of 95%.

32 Downtime penalty Clause

32.1 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 AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.

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

32.2 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.

32.3 GUARANTEE/WARRANTEE PERIOD: THE TENDERERS MUST QUOTE THE COMPREHENSIVE WARRANTY OF 5 YEARS FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION.

33 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.

34. 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

35. 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.

36. 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.

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

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

39 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. BEFORE ESTABLISHING L/C.

40. 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

41. 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 Director, 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.

42. Successful tenderers, should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.

43. The supplier shall furnish the following certificate to the Accounts Officer (Research Section) 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”.

44. 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.

45. THE GOODS MUST INVARIABLY BE CONSIGNED THROUGH OUR NOMINATED FREIGHT FORWARDERS INDICATED IN L/C & S.O.

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

- i. Agency Commission will be paid to Indian agents in Indian Rupees, after satisfactory installation of equipment.
- ii. 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.
- iii. 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)**

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 of 5 years 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.

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.