

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

S.NO. OF TENDER : \_\_\_\_\_

FILE NO. : **TC-392/SI/06-07/FSC**

Name of the party in whose : \_\_\_\_\_  
Favor 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.25,000/- drawn in favour of the “DIRECTOR, 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, from page No.1 to 6 (enclosed) 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 over written entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
5. I/We undertake to sign the contract/agreement if required within 10 (Ten days) from the 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.
6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

**NOTE:** ALL TERMS & CONDITIONS SUCH AS RATES AND TAXES ETC, HAS BEEN INDICATED SEPARATLY IN THE QUOTATION. DURING THE RATE CONTRACT PERIOD BASIC PRICE EXCEPT GOVT. LEVIES OF THE ITEM WILL NOT BE CHANGED. OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENT.

**Yours faithfully,**

**Signature of Tenderer with full Address.**

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Terms & conditions  
(SCHEDULE-'B')

**Tender Ref. No.** : TC-392/SI/06-07/FSC  
**Subject.** : Purchase of Surgical Items for Orthopaedics  
**Date of Submission** : 18.12.2006 at 4.00 P.M.  
**Date of Opening** : 19.12.2006 at 02.30 P.M.

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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 Stores Officer, (Main) 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. TENDER SHOULD INVARIABLY 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 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 WOULD BE SUMMARILY REJECTED.**

4. 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'.
5. **THE TENDER DOCUMENT / SUBSEQUENT RATE CONTRACT WITH THE APPROVED VENDOR IS NON-TRANSFERABLE.**
6. 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 rejected.
7. The tendered rates should be kept opened for a period of two years from the date as the tenders are opened.
8. The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals and agent quoting on behalf of their manufacturers/principals must attach authority letter in their favor provided the manufacturer accepts responsibility for any lapses of the distributors/supplier in case they are authorized agent.
9. Handwritten quotation shall be summarily rejected.

10. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
11. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO Rs.25,000/- BY WAY OF DEMAND DRAFT/ BANK GUARANTEE DRAWN IN FAVOUR OF "DIRECTOR, 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. THE EMD / BID SECURITY OF THE APPROVED VENDOR WILL BE RETAINED UPTO RATE CONTRACT PERIOD (UPTO ONE YEAR) AND WILL BE REFUNDED ONLY AFTER SUCCESSFUL COMPLETION OF THE RATE CONTRACT.
12. If the delivery is not effected on due date, the Director, AIIMS, New Delhi will have the right to impose penalty as under:  
 First extension for month or part thereof \_\_\_\_\_ @2%.  
 Second extension for an additional month \_\_\_\_\_ @ 3%  
 of part thereof.  
 In case of non-supply \_\_\_\_\_ @ 7.5%  
 Or  
 D) In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause.
13. In case of non supply of material within the due date i.e. with in the date of delivery, the Director, AIIMS, New Delhi will have the right to impose penalty as deemed fit and resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
14. Excise Duty & other such levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
15. The Director, 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.
16. No payment shall be made for rejected material. The tenderers would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.
17. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender.
18. TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (NOW CALLED AS VAT) IS NOT FURNISHED. FIRM IS ALSO ADVISED TO SUBMIT A CERTIFICATE ON THEIR LETTER HEAD STATING THAT UPTO DATE RETURN HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURN (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES. Sales tax and other statutory levies should be shown separately and should not be included in the basic price. Otherwise it will not be considered.
19. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.
20. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

21. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person / organization / Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for AIIMS and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested to this effect otherwise quotation shall be summarily rejected
22. The supplier shall furnish the following certificate to the Accounts Officer (Stores Accounts) along with 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 up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender”.

23. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

24. The courts at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi court shall have jurisdiction in the matter.
25. Any failing of omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force major conditions.
26. 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.
27. The tenderer shall furnish following certificates invariably along with technical bid, as applicable, otherwise quotation shall be summarily rejected: -
28. A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non- judicial stamp paper of worth Rs. 100/- duly attested.  
An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.

An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all Directors.

29. A proof of ownership/partnership shall be submitted along with verification of address, telephone number and Fax number. A surprise visit to the premises by the representatives of the Institute shall be made to assess the firm's capacity and standing.
30. **SELECTION WILL BE MADE PURELY ON ESSENTIAL PRE-QUALIFICATION DOCUMENTS & SAMPLES BASIS.**
31. The Technical Selection Committee will verify the Technical Bids of the firms and shortlist on the basis of technical parameters i.e. essential pre-qualification certificates. Short listed vendors (based on pre-qualification documents) will be asked to submit samples of items for technical evaluation as per tender requirement / specifications within 10 days after issue of the letter. The Technical Selection Committee will evaluate the only sample of the firms, who produce their samples at the time of inspection. The price bids of only vendors short-listed from the Technical Bids (essential pre-qualification certificates & Samples) will be opened in the presence of their representatives on a specified date and time to be intimated to the respective vendors. **Those vendors failed to produce essential pre-qualification documents & samples as per tender requirement, as detailed above, will be summarily rejected and no correspondence will be entertained in this regard.**
32. The tenderers are required to quote their rates on Schedule - C provided with the tender.
33. The percentage of Sales Tax to be charged clearly mentioned in Schedule –C along with rates.
34. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
35. The tenderer should submit statement of financial standing from their bankers/chartered accountants. The name of the bank/firm along with full address to be furnished on their firm's letterhead.
36. The tenderer should have been in this business for a period of atleast last two years in the country in relation to the type of stores for which the quotation/tender are being submitted. A declaration to this effect should be given by the tender on a non-judicial paper worth Rs. 10/- duly attested by Notary public.
37. The tenderer is also required to submit performance report from other similar organizations where the firm is registered for supply of Surgical Items etc. The firm should also submit list of organizations where the material has been supplied in the last two years along with complete details of items supplied.
38. **SELECTION WILL BE MADE PURELY ON SAMPLE AND QUALITY BASIS. SAMPLES WILL BE GIVEN IN ORIGINAL PACK ONLY.**
39. Rates should be quoted strictly as per the tender specifications and should be valid for a period of minimum two-years or till finalization of next tender and any deviation from specification shall not be considered at all.
40. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.
41. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute.
42. **Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. These items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all.**
43. Tenderer are advised to mention MRP Rates also for each item quoted (if applicable) in the column provided in Schedule-C (Attached) invariably in addition to their quoted rates. No tenderer can charge/quote rates more than MRP, in case any tenderer if charged/quote higher rates for any item more than MRP, the action like forfeiture of security money/performance back guarantee and removal of name

from the list of supplier shall be taken against the firm.

44. THE FORWARDING LETTER/ UNDERTAKING (SCHEDULE-A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH QUOTATIONS FURNISHED FAILING WHICH THE TENDER SHALL BE REJECTED.

45. IN CASE OF THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE: -

THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu), [www.tender.gov.in](http://www.tender.gov.in). IN SUCH CASE, THE BIDDER ARE REQUIRED TO SUBMIT THE TENDER COST FEE OF Rs.500/- (Non-Refundable) BY WAY OF SEPARATE DEMAND DRAFT DRAWN IN FAVOUR OF DIRECTOR, 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-COMMERSICIAL 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.

TENDERS SHOULD BE SUBMITTED IN TWO PARTS PART-I CONTAINING TECHNO- COMMERCIAL BID IN ONE SEALED COVER AND PART-II CONTAINING PRICE BID/FINANCIAL BID IN OTHER SEALED COVER. ALL THE PRE-QUALIFICATION DOCUMENTS INCLUDING EMD AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID. TENDERS SUBMITTED WITHOUT FOLLOWING AS PRESCRIBED ABOVE WILL BE SUMMARILY REJECTED.

Note:-

- a) If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.
- b) Any tenderer/supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier.

**All India Institute of Medical Sciences  
Ansari Nagar, New Delhi-29**

**SCHEDULE - C**

**TC-392/SI/06-07/FSC – Specification for Surgical Items for Orthopaedics**

S. No.	Item Description	Rate per unit in Rs.	Excise Duty (if any)	%age of S.T.	Net Price (Rs)	M.R.P. Rates
		These columns to be filled up by the vendors only in the Financial Bids				
1.	Angle saw - Engel Plaster Saw 12 – 16 cm.					
2.	Balkan frame for Orthopaedics patients.					
3.	Bohler plaster blender - WOLFF PLASTER CAST BREAKER 22 - 26CM					
4.	Cheatle forceps - CHEATLE STERILISING FORCEPS 25 - 28CM					
5.	Crutch field tonge - CRUTCHFIELD CERVICAL TRACTION TONG MEDIUM					
6.	HENNIG PLASTER CAST SPREADER 48 - 52 MM ; 26 - 30 CM					
7.	Plaster saw with heavy handle - ENGEL PLASTER SAW 14CM					
8.	Plaster shear 15" - STILLE PLASTER SHEAR 37CM					
9.	Plaster shear 8" - STILLE PLASTER SHEAR 26CM					
10.	Weight set for traction (6 kg with hanger)					
11.	Plaster Cutting Instruments – BEESON PLASTER CAST SPREADER 48MM 30CM PLASTER CAST SPREADER USA PATTERN 23CM HENNIG PLASTER CAST SPREADER 50MM 28CM PLASTER CAST BREAKER 24CM PLASTER KNIFE 18CM PLASTER KNIFE 20CM					
12.	Bohlar Stirrup - BOHLAR EXTENSION BOW F ARM 16X9CM					
13.	'K' wire stirrup - EXTENSION BOW 270X160MM					
14.	Cidex Bucket – Johnson & Johnson					
15.	Cidex Tray (long) - Johnson & Johnson					
16.	'T' Handle Chuck - HAND DRILL HANDLE W KEY MAX DIA 4.5MM, 5MM ; 14CM					
17.	Jacob drill with Chuck - JACOBS HAND DRILL W KEY MAX DIA 6.35MM 14CM					
18.	Tourniquet with pump (manual) - COMPRIMETER SET COMPLETE					
19.	Electric Plaster cutting saw - OSCILLATING PLASTER SAW 110V / 60HZ					
20.	Iron Bed Pulley(single/double) for Ortho. patients.					
21.	Thomas Splint (small, Medium, Large)					
22.	Bohlar Brawn Splint					

**Note : Approximate Quantity : As and when required basis**

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