

Rs.500/-

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

S.NO.OF TENDER _____

FILE NO. : **XX-44/R.D./X-Ray films/05-06/St.**

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 D.D. No..... dated..... For Rs.25,000/-drawn in favor of the “DIRECTOR, AIIMS, NEW DELHI” towards EMD/Bid Security. Tenders not accompanied with EMD/Bid Security (along with Technical Bid in case of two-bid system) 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.
- 4. I/We have noted that over written entries shall be deleted unless duly out & 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 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.
- 7. I/We have gone through all terms and conditions of the tender documents before submitted the same.

NOTE: TAXES ETC, HAS BEEN INDICATED IN THE QUOTATIONS AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Signature Tenderer with full Address.

WITNESS _____
WITNESS _____
WITNESS _____
WITNESS _____

(SCHEDULE-'B')

Tender Ref. No. : XX-44/R.D./X-Ray films/05-06/St.
Subject. : Purchase of x-ray films on two years rate contract basis.
Date of Submission : 07.11.05 upto 12.30 P.M.
Date of Opening : 07.11.05 at 3.00 P.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 Stores Officer, (Main) under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated which otherwise would be taken on its face value.

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 for 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'. 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.

5. THIS TENDER DOCUMENT 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 2 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 actual manufacturers/principals must attach authority letter in their favor provided the manufacturer accepts responsibility for any lapses of the distributors/ supplier otherwise their quotation shall not be considered and shall be summarily rejected.

9. **Hand written 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/- (RUPEES TWENTY FIVE THOUSAND ONLY) IN THE FORM OF BANK GUARANTEE (VALID FOR TWO YEARS FROM THE DATE OF OPENING OF TENDER) OR BY WAY OF DEMAND DRAFT DRAWN IN FAVOUR OF “DIRECTOR, AIIMS, NEW DELHI”, (PREFERABLY BANK GUARANTEE) AND THE SAME SHOULD BE FROM ANY SCHEDULED BANK (AS PER THE LIST ENCLOSED) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. 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 OF UNSUCCESSFUL FIRMS WILL BE RETURNED AFTER FINAL SELECTION.**
12. If the delivery is not effected on due date, the Director, AIIMS, N. Delhi will have the right to impose penalty as under:
 - A) First extension for month or part thereof _____ @2%.
 - B) Second extension for an additional months _____ @ 3% of part thereof.

In case of default institute will have the right to procure from open market /another party at their own risk and expenses under risk purchase clause.

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 to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
13. 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.
14. 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.
15. No payment shall be made for rejected material. The tenders 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 auctioned at the risk and responsibility of the suppliers without any further notice.
16. 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.
17. **TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT) AND LATEST S.T.CLEARANCE CERTIFICATE IS NOT FURNISHED.** Sales tax and other statutory levies should be shown separately alongwith price and should not be included in the basic price. Otherwise it will not be considered.
18. The quantity shown in the schedule-C can be increased or decreased to any extent depending upon the actual requirement.
19. Any action on the part of the tender to influence anybody in the said Institute, will be taken as an offence, he will not be allowed to participate in the tender inquiry and the tender will not opened.
20. 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 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 and should attach an **undertaking on non-judicial stamp paper of Rs. 10/- duly attested** otherwise quotation shall be summarily rejected.
21. 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”.

22. If at any time, any question, dispute or difference whatever shall arise between the two parties (Hospital 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.

23. 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 the court shall have jurisdiction in the matter.

24. 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 eof occurrence of such an event which could be attributed to force major conditions.

25. 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/- duly attested that there is no vigilance/CBI case pending against the firm/supplier.

26. The tenderer shall furnish following certificates invariably along with technical bid, as applicable, otherwise quotation shall be summarily rejected: -

- a. **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.**
- b. **An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.**
- c. **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.**

27. 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.

28. The Technical Selection Committee will shortlist the Technical Bids on the basis of technical parameters including possible visit to inspect the facilities available at the office/stores of the

Vendor if considered necessary. Based on the results, vendors will be short-listed further and the names of short listed vendors announced to the respective vendors only whose Technical Bids qualify for opening the Financial/Commercial Bids. The Commercial Bids of only the vendors shortlist from the Technical Bids will be opened in the presence of their representatives on a specified date and time to be intimated to the respective vendors.

29. Samples of the items, in original packing, duly labeled (printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch no. should be submitted in the department of Radio-diagnosis before submission of the tender and a copy of acknowledgement from department of Radio-Diagnosis must be attached along with technical bid otherwise the quotation shall be summarily rejected. **Those tenders received without sample will be summarily rejected** and no correspondence will be entertained in this regard.
30. The percentage of Sales Tax to be charged be clearly mentioned in Schedule –C along with rates.
31. The tenderer should have been in this business for a period of at least last 2 years in the country in relation to the type of stores for which the quotations/tenders are being submitted. A declaration to this effect should be given by the tenderer on a non-judicial stamp paper worth Rs.10/- duly attested by a Notary Public. **“The tenderers are not supposed to attach any document that reveals price along with techno-commercial bid as a proof of experience. Tenderer may enclose the copy of inspection note issued by respective Deptt. without disclosing rates”. Failure to comply this clause will lead to rejection of their bid.**
32. The tenderer is also required to submit fresh **performance report** from other similar organizations.
33. The firm should also submit **list of organizations/important clients** where the material has been supplied in the last two years.
34. 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.
35. 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.
36. Any defective item displaying manufacturing defects or Quality Control problem will be totally replaced with new one by the Vendor at his cost and risk within 5 days of rerouting such defects. Failure of which entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. In case these are not replaced/removed, those will be auctioned at the risk and responsibility of the suppliers without any further notice.
37. 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.
38. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard.
39. The vendor will have to enter into a written agreement with AIIMS for honoring all aspects of fair trade practices in executing the purchase orders placed by AIIMS.
40. AIIMS will not be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
41. Tenderers should quote the rates both in rupees as well as in foreign currency unit-wise both in figures and words, separately for each item inclusive of packing, Forwarding, Freight, Insurance and installation charges at sites, etc. and to indicate the element of custom duty and other taxes included in the all-inclusive rates. Excise duty and sales tax as applicable should be quoted separately, failing which these are not payable extra. The Vendors should have adequate after sales support.

42. In case, the AIIMS shows that the market rates have come down from the time earlier when rates were finalized, the AIIMS will ask the technically short-listed vendors to re-quote the prices and the vendor will be selected on the basis of procedures given earlier. The time difference between such re-quotes will be minimum 2 months.
43. Payment shall be released against receiving of the material in good condition as per AIIMS Rules after the successful performance of the terms and conditions.
44. Only one best quality of item (according to our specification) should be quoted. 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.
45. Successful tenders shall have to furnish the performance security within 30 days of issue of contract for due performance of the contract the performance security should be for an amount of 10% of the contract value payable in Indian Rupees in the form of cash or demand draft in favor of Director AIIMS failure to furnish performance security in time would entail forfeiture of earnest money deposited by you and the cancellation of the contract. EMD will be refunded to the successful tenderers after receiving the performance security on request in writing alongwith the original deposit receipt issued by this Institute alternatively. The EMD amount can be adjusted with the performance security. In the event of the failure on the part of the second party to supply the goods accordance with the terms laid down in this contract the said deposit shall be forfeited in full or in part and the name of the firm shall be removed from the list of the supplier, it is at the discretion of the Director, AIIMS. It is the binding and responsibility to the second party for any loss that may arise to the second party by the said forfeiture.
- 46. THE FORWARDING LETTER/ UNDERTAKING (SCHEDULE-A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONG WITH QUOTATIONS FURNISHED FAILING WHICH THE TENDER SHALL BE REJECTED.**
- 47. 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.**
48. SELECTIONS WILL BE MADE PURELY ON SAMPLE AND QUALITY BASIS. SAMPLES WILL BE GIVEN IN ORIGINAL PACK ONLY.
49. Tenderer are advised not to quote rates of items more than MRP mentioned on the original packing other wise action as deemed fit shall be taken against the firm.

Note: -

- a) If the above-mentioned certificates/documents are not submitted along with the tender, application 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

Tender No.XX-44/X-Ray Films/R.D./05-06/St.

Subject: Purchase of X-Ray Films on two years rate contract basis.

**Check List of Certificates/ Documents required to be submitted in the
Techno-Commercial Bid-Part I**

The tenderer are advised to submit the following certificates under the category of “**Vital documents**” invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Violation of two-bid system & disclosing of rates in the Techno-Commercial Bid, Part-I. (Clause no.03 & 31)
- Declaration of being manufacturer or Authorization certificate from the manufacturer (Clause no. 08)
- EMD/bid amount. (Clause No. 11)
- Sales tax (now called as VAT) registration certificate (clause no.17)
- Latest sales tax clearance certificate (clause no.17)
- Fall clause declaration (clause no.20)
- Non-black listing declaration (clause no.25)
- Declaration reg. Proprietorship/ Partnership/ Pvt. Limited firm (clause no.26)
- Samples in accordance with Clause No.29.
- Declaration regarding experience of Business in relation to the type of Stores for a period of at-least last 2 years. (Clause No. 31)
- Fresh Performance report from other similar organizations. (Clause no.32)
- List of organizations/important clients. (Clause No.33)
- Schedule – ‘A’ (Clause No. 46)

SCHEDULE - C

F.NO.XX-44/R.D/X-Ray/05-06/St.

Approximate annual consumption of X-Ray films with Specification:

1. Routine Films:

A. Double coated films, to be used with fast screen

14" x 17" inch	50 pkts	(pkt of 100 sheets)
14" x 14" inch	150 pkts	(-----do-----)
12" x 15" inch	1500 pkts	(-----do-----)
10" x 12" inch	1200 pkts	(-----do-----)
8" x 10" inch	1000 pkts	(-----do-----)
6-1/2" x 8-1/2"	50 pkts	(-----do-----)

B. Single coated films

100x100 mm	120 pkts	(-----do-----)
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2. Dental Films: Single coated films

Dental I.O	200 pkts	(pkt of 100 sheets)
Occlusal	25 pkts	(pkt. of 25 sheets)
Panorax (6"x12")	50 pkts	(pkt of 100 sheets)

3. Imaging Films: Single coated films

8" x 10"	500 pkts	(pkt of 100 sheets)
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4. Laser Films: Single coated films

1. HN 14"x17"	= 250 pkts	(pkt of 100 sheets)
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2. Dry Laser Films suitable for Kodak Dry View Camera 8900		
Single coated films		
14" x 17"	50 pkts	(pkt of 125 sheets)
14" x 14"	50 pkts	(-----do-----)
11" x 14"	100 pkts	(-----do-----)
10" x 12"	200 pkts	(-----do-----)
8" x 10"	200 pkts	(-----do-----)

5. Mammography Films: Single coated films

24 x 30 cm	05 pkts	(pkt of 100 sheets)
18 x 24 cm	60 pkts	(pkt of 100 sheets)

Note: One packet (minimum 50 sheets) of sample film of each variety should be submitted in the department of Radio-diagnosis before the submission of tender and a copy of acknowledgement from department of Radio-diagnosis must be attached along with technical bid otherwise the quotation shall be summarily rejected