

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

Sr. no. of tender : _____
File no. : **Ltd. Tender 15/H/Surgical/2017-18**
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 Purchase of Electronic Tourniquet with assorted size cuff for one year contract basis.
2. **I/WE now enclosing herewith the FDR/Bank Guarantee/D.D. No..... dated..... for Rs. 5,000/- drawn in favor of the "DIRECTOR, AIIMS, NEW DELHI" towards EMD/Bid Security. Tenders not accompanied with EMD/Bid Security shall be summarily rejected.**
3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS, (enclosed) 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. 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 submitted the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS RATES AND TAXES ETC HAS BEEN INDICATED SEPARATLY IN THE QUOTATION.

**Yours faithfully,
Signature of Tenderer with full Address.**

WITNESS _____
WITNESS _____
WITNESS _____

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR; NEW DELHI 110029

HOSPITAL STORES

GENERAL TERMS & CONDITIONS

Tender Ref. No. : Ltd. Tender 15/H/Surgical/2017-18

Subject : Purchase of Electronic Tourniquet with assorted size cuff for one year contract basis.

Date of Submission of quotation : 19.06.17 upto 12.30 P.M.

Date of Opening : 20.06.17 upto 11.00 A.M.

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1. Tender should be submitted to the Director, All India Institute of Medical sciences Ansari Nager; New Delhi 110029 under sealed cover failing which the tender shall be rejected. Terms and condition for supply should invariably be indicated on each schedule which otherwise would be taken on its face value. The rate may be quoted on separate sheets for each schedule failing which the tender (s) will be rejected.
 2. MIXED QUOTATION WILL NOT BE CONSIDERED FOR ACCEPTANCE. Bidder should submit separate quotation/tender for separate Lot, if applicable.
 3. **TENDER DOCUMENT IS NON-TRANSFERABLE.**
 4. The bidder should give rates, including taxes if any, and levies in INR. Tender not conforming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
 5. **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.

6. 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 the himself/them. Alterations/overwriting unless legible attested by the Tenderers, shall disqualify the Tenderers.
7. The accredited agent or sole representative quoting on behalf of their manufacturer/principals must attach authority letter from their manufacturer/principals of their letter Head.
8. The forwarding letter undertaking (**schedule-`A`**) duly signed by the tender should invariably be returned along with quotations furnished failing which the tender shall be rejected.
9. The Tenderers should take care that the rates and amount are written in such a way that interpolation is not possible no blanks should be left which would otherwise make the tender rejected.
10. **The rates quoted shall be kept open/valid for a period of one year from the date the tenders are opened.**
11. If the delivery is not effected on due date, the Director, AIIMS, New 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 15 days _____ @ 3% of part thereof.
 - c) Third extension for an additional 02 Months _____ @ 3% of part thereof.
 - d) In case of non-supply _____ @ 7.5%

Or

 - e) 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 and Institute will have the right to initiate debarring proceeding.
12. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
13. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO **Rs 5,000/-** BY WAY OF FDR/DEMAND DRAFT DRAWN IN FAVOUR OF "DIRECTOR, AIIMS, NEW DELHI", FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER/RATE ENQUIRY. NO INTEREST IS PAYABLE ON EMD/BID SECURITY.
14. In case of non supply of material within the due date i.e. within the date of delivery, the Director AIIMS, New Delhi will have the right to impose penalty like forfeiture of performance security and removal of the name from the list of the contractor and resort to risk purchase in full or part thereof at his/her direction, his/her decision shall be final and binding.

- 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 tenderer would replace rejected items within one week of the date of rejection at their own cost and 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. The firm has to submit an undertaking that it has not been debarred/blacklisting in the past by any government/ Private institution and there is no Vigilance/CBI case pending against the firm supplier.
- 18. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.**
19. The tenderers must quote rates including freight, insurance, cartage, labor charges etc. on FOB, AIIMS, New Delhi basis.
20. Samples of the items in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of expiry, manufactured by with batch No. Wherever applicable, should be submitted to Stores Officer, (Hosp.) between 3.00 P.M to 4.00 P.M. Before submitting the tender, the list of samples submitted duly acknowledged **should invariably be attached with the technical bid. Those tenders received without sample will be summarily rejected and no correspondence will be entertained in this regard.**
- 21. SELECTION WILL BE MADE PURELY ON SAMPLE AND QUALITY BASIS. SAMPLES HAVE TO GIVEN IN ORIGINAL PACK ONLY.**
22. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
23. **Fall Clause:** The price charged for the products, under the reference by the supplier shall in no event exceed the lowest price at which the supplier the product 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 and D. If at any time, during the said period the supplier reduced the said prices of the said products or offers reminder product to any other person/organization/ Institution/Co-operative stores at price lower than quoted price, The firm 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. The firm should attach an undertaking on non-judicial stamp paper of Rs. 10/- duly attested by the notary to this effect otherwise quotation shall be summarily rejected.
24. The Vendor should enclose the copy of Vat Registration.
25. Generally, the date of delivery for supply of items will be 30 to 45 days from the date of issue of the supply order but in exigency the same can be reduced upto 2 weeks depending upon the situation/requirement.
26. Force majeure will be accepted on adequate proof thereof.

- 27.** If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and manufacturer 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 arbitration shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there 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 or 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.

- 28.** The Director, AIIMS, reserves the right to cancel/reject full or any part of the tender, who do not fulfill the conditions stipulated in the tender.
- 29.** It would be deemed that Tenderers submitting tenders have considered and accepted all the terms and conditions. No Inquiry verbal or written shall be entertained in r/o acceptance or rejections of the tender.
- 30.** Any action on the part of the Tenderers 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 his tender will not be opened.
- 31.** Any tenderer/ supplier giving false information shall be disqualified and removed from the list of approved vendors. No business, henceforth, will be done with the firm.
- 32.** 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 Delhi and other than Delhi shall have jurisdiction in the matter.

HOSPITAL STORES**(Annexure-I)****Ltd. Tender 15/H/Surgical/2017-18****Subject: - Purchase of Electronic Tourniquet with assorted size cuff for one year contract basis.****Specification & price bid format**

Sr. no.	Specification	Approx. quantity	Rates per unit	VAT	Amount per unit including VAT
1.	Automatic Tourniquet System should have CPU controls and dedicated ports for supplying and measuring pressure independently, so that it can be used for bilateral joint replacement procedures. <u>Electronic Tourniquet with assorted size cuff:</u> 1. Should be available for demonstration 2. Should have double Channel and each one can be operated separately for pressure and time. 3. Should have an inbuilt battery with battery backup. 4. The uptime performance of the equipment should be > 95% 5. Cuff Lock Out to prevent accidental deflation of Cuff. 6. Should have table and pole mounting options and work at Indian conditions (AC 210-240V). 7. Cuff Pressure Range: 50-600 mmHG 8. Time Alarm Set Range: 1-240 minutes: 1 minute increment. 9. System should include following items in set. a) Tourniquet System Console with Two Hoses and Power Cord. b) Should have reusable cuffs of sizes mentioned below: i. 12 inch (30cm) ii. 18 inch (46cm) iii. 34 inch (86cm) c) Stand with basket for cuffs.	08 Nos.			

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.

- Authorization letter from the manufacturer, if the quote is not a manufacturer. (Clause No-07)
- EMD (Clause No-13)
- Non-black listing/non-debarring declaration (clause No-17)
- Sample (Clause No- 20)
- Fall Clause (Clause No- 23)
- Vat registration (Clause No- 24)
- Details of Name of beneficiary , Account No. of the beneficiary, IFCS code of the bank/ branch enclosed