

**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 13/H/M&E/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 "Portable Spot Lights (O.T. Light)" – 02Nos.**
2. **I/WE now enclosing herewith the FDR/Bank Guarantee/D.D. No..... dated..... for Rs. 8,000/- 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 13/H/M&E/2017-18

Subject : Purchase of "Portable Spot Lights (O.T. Light)" – 02Nos.

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

Date of Opening : 20.06.17 upto 11.00 A.M.

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. 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. Warranty:

6.1 The supplier **warrants comprehensively** that the goods supplied is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

6.2 THE TENDERERS MUST QUOTE FOR **Three (03) YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR)** FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED. THE BIDDERS MUST SUBMIT THEIR QUOTE ALSO (RATES) FOR SUBSEQUENT **Two (02) YEARS COMPREHENSIVE AMC (INCLUDING ALL SPARES AND LABOR)** IN THEIR PRICE BID. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS.

6.3 After Sales Service: After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

7. Training: On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the user department.

8. Performance Security: The bidder have to submit a Performance Bank Guarantee within fifteen days (15) days from the date of the issue of supply order of an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days beyond after the date of completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 40 months from the date of Notification of Award. In case the vendor does not provide a satisfactory working report of the equipment from the user as well as his own service engineer within three weeks of end of the warranty period, the PBG will be confiscated and administrative action such as debarring will be initiated against the vendor.

9. Annual Comprehensive Maintenance Contract (CMC) of subject equipment:

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 2- years on yearly basis for complete equipment (**including all spares and labour**).

b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) **Cost of CMC will also be added for Ranking/Evaluation purpose.**

- d) Before commencement of CMC period, the suppliers shall furnish a **Performance Bank Guarantee for 2.5 % of the cost of the equipment** valid till 2 months extra after expiry of entire CMC period. The payment of CMC will be made on yearly basis after satisfactory completion of said period duly certified by end user. The Performance Bank Guarantee for CMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) All software updates should be provided free of cost during CMC.
- g) Failure of the above by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

The payment of CMC will be made on annual basis after satisfactorily completion of said period.

10. 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.
11. 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.
12. 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.
13. 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.
14. **The tender rates should be kept open/valid for a period of one year from the date the tenders are opened.**
15. 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 month _____@ 3% of part thereof.
 - c) 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.
16. 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.

17. EACH TENDER SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO **Rs 6,000/-** 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.
18. 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.
19. **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.**
20. No payment shall be made for rejected material. the tenderer would remove rejected items within one week of the date of rejection at their own cost 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.
21. The firm has not been blacklisting in the past by any government/ Private institution and there is no Vigilance/CBI case pending against the firm supplier.
22. **The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.**
23. The tenderers must quote rates including freight, insurance, cartage, labor charges etc. on FOB, AIIMS, New Delhi basis.
24. 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.**
25. **SELECTION WILL BE MADE PURELY ON SAMPLE, QUALITY BASIS AND LIVE DEMONSTRATION OF EQUIPMENT. SAMPLES WILL BE GIVEN IN ORIGINAL PACK ONLY.**
26. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.
27. The price charged for the Stores/ equipments , under the reference by the supplier shall in no even exceed the lowest price at which the supplier the Store/equipment of same identical description to any other person /organization. Institution during the period. 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/Institution 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.

28. The Vendor should enclose the copy of Vat Registration.
29. 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.
30. Force majeure will be accepted on adequate proof thereof.
31. 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.
32. Tenderers submitting tenders would be considered to 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.
33. 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.
34. 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.
35. 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.

FOR DIRECTOR

To,

HOSPITAL STORES**(Annexure-I)****Ltd. Tender No. - 13/H/M&E/2017-18****Subject- Purchase of “Portable Spot Lights (O.T. Light)” – 02Nos.****Specification & price bid format**

Sr. no.	<u>Technical specifications for “Portable Spot Lights (O.T. Light)”</u>	Approx. quantity	Rates per unit	VAT	Amount per unit including VAT
1.	<ul style="list-style-type: none">• The specifications are for mobile and high quality operation theatre lights.• This should be LED surgical OT light.• The light should be shadow less.• The brightness should be adjustable.• There should be no rise in temperature.• The body should be of fire resistant polymer• Intensity should be 1,50,000 Lux or more• The size of light field should be 15-30cm• LED life should be >50000Hrs.• No of LED 100 or more• There should be capacitive Touch panel• Focusing should be adjustable• Detachable connector should be provided• Battery backup should be provided as an attachment of the light• It should be European CE/US FDA approved. <p>Terms and condition of the tender:</p> <p>1.The firm will be responsible to provide comprehensive warranty with spares for Three years in the quoted unit price. Firm will give rates for CMC (including spares & Labour) for next two years (4th to 5th year).</p> <p>2.Preventive maintenance of O.T. Light must be done Four times in a year (every three months).</p> <p>3.Uptime warranty of 355 days in a year.</p>	02 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 Information/certificates/undertaking in 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-10)
- EMD (Clause No-16)
- Affidavit of Non-black listing/non-debarring declaration (clause No-20)
- Sample/Live Demonstration of Equipment (Clause No- 25)
- Fall Clause (Clause No- 26)
- Vat registration (Clause No- 27)
- Power of Attorney in favor of signatory of TE documents.
- Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period. (with contact details)
- Undertaking by the Principals firm & vendor/Indian agent that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.
- Performance Statement of quoted make & model with relevant copies of supply orders and end users’ satisfaction/performance certificates.
- Undertaking to accepted warranty (03 years), CAMC (02 years) and terms & conditions of TE document.
- Undertaking that 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 at its own expense.

*** The following point may be read as part of specifications of equipment:**

1. Warranty of 3-years and CAMC of 2-years. It shall be incumbent upon vendor to give post-warranty fitness, before the release of PBG.
2. The response time to a complaint should not be more than 48 hours. Delay beyond 48 hours shall invite a penalty of 0.1% for the 1st week, which shall be doubled by the passage of every week (i.e. 0.2% in 2nd week, 0.4% in the 3rd week, 0.8% in the 4th week and so on)
3. **Downtime penalty Clause:** The vendor should be ensure an uptime of 95% in 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.5% of the total cost of the equipment per day for the first seven days (beyond the limit of 5%) on the vendor which will be doubled for downtime >1 ≤ 2 weeks beyond 95%, trebled for downtime > 3 weeks ≤ 4 weeks beyond 95% acceptance levels and so on along with extension of warranty period by the excess down time period.
