Cost – Rs. 1000/-
VAT- Rs. 135/-
Total Cost- Rs.1135/-

TENDER NOTICE
Equipment for the Department of Neurosurgery
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Date: 05-01-2017

1. Sealed tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer and their authorised distributors, for providing **Adjustable Surgeons Operating Stool** for the Department of **Neurosurgery**, AIIMS Rishikesh.

2. The interested manufacturer and their authorised dealers/ distributors are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed **"Tender For "Adjustable Surgeons Operating Stool** for the Department of **Neurosurgery"** and should reach at the office of **"The Administrative Officer, AIIMS, Rishikesh, Virbhadra, Marg Rishikesh (Dehradun) - 249201,** before 03.00 PM on or before **01/02/2017.** The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at Tender Opening Room, AIIMS, Rishikesh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The date for opening of financial bid of technically qualified agencies will be announced later.

3. The tender document containing technical bid form, financial bid form, technical description/specification & item and terms & conditions can be purchased from the office of Administrative Officer - AIIMS, Rishikesh from 05/01/2017 to 01/02/2017 between 10.00 AM and 02.00 PM on non-refundable payment of Rs.1135.00 (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclose DD/Pay Order for Rs.1135.00 (Rupees one thousand one hundred thirty five only) (non-refundable) in favour of "AIIMS, Rishikesh", payable at Rishikesh, not later the date of 31/01/2017 along with their technical bid in the Cover-I "Technical Bid". The bid security (EMD) for **Adjustable Surgeons Operating Stool** for the Department of **Neurosurgery** as given in table-1 below tender documents should be paid in the form of FD/TD/CD from any Nationalised/Schedule bank duly pledged in favour of "AIIMS, Rishikesh" payable at Rishikesh and will be placed in cover-1 with technical bid. The Tender Documents are not transferable.

4. Any enquiry about this tender document may be addressed to the Administrative Officer, for their timely resolution. Any future clarification and/or corrigendum(s) shall be communicated through Senior Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.

5. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, Bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

Administrative Officer
AIIMS, Rishikesh
0135-2462915

TENDER DOCUMENT

"Equipment for the Department of Neurosurgery"
AIIMS, Rishikesh

TECHNICAL BID
(In separate sealed Cover-I super scribed as "Technical Bid")

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
3. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
4. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
5. Please attach copy of last three years' of Income Tax Return	
6. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 25 lakh duly certified by the Chartered Accountant)	
7. PAN No. (Please attach copy)	
8. VAT/Service Tax Registration Number. (Please attach copy)	
9. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	
10. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
11. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.	
12. Please submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that they will provide complete warranty for all equipments for 5 (five) years & CMC for 5 (five) years of these equipments.	
13. Please furnished a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that they will supply spare parts for next 10 years at reasonable price.	
14. Please submit two performance certificate from your two different customers to whom you have supplied such type of equipment in previous 3 years	
15. Details of the FD/TD/CD of bid security (EMD) FD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1135/- (if downloaded from website) DD No. Date: Payable at-

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.

3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

"Equipment for the Department of Neurosurgery"
AIIMS, Rishikesh

(A) Information and Conditions relating to Submission of Bids

1. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Rishikesh on any working day from 05-01**-2017 to 01-02-2017** between 10.00 AM to 02.00 PM on payment of non refundable charges of Rs 1135/- (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from Website should enclose a Demand Draft/Pay Order for Rs 1135/-(Rupees one thousand one hundred thirty five only) in favour of **"AIIMS, Rishikesh",** payable at Rishikesh, not later the date of **31-01-2017,** along with their bid in the Cover-I containing "Technical Bid".

2. The interested firms/suppliers are required to submit the Technical and Financial Bids separately in the format enclosed and they have to observe highest standard of ethics while bidding for this tender**.** The bids in sealed Cover-I containing **"Technical Bid"** and sealed Cover-II containing **"Financial Bid"** should be placed in a third sealed cover super scribed **"Tender for Adjustable Surgeons Operating Stool** for the Department of **Neurosurgery"** should reach AIIMS, Rishikesh by or before 03.00 PM on **01-02-2017**. The Technical bids shall be opened on same day **at 03.00 PM** at AIIMS, Rishikesh in presence of the bidders or their authorized representatives who choose to remain present. The Tender received after due date & time will be rejected and no claim shall be entertained whatsoever may be the reason.

3. The pre bid conference would be held on **18-01-2017 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firms representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee.

4. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

5. All entries in the tender form should be typed or written by pens legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Technical Bid as well as Financial Bid unless authenticated by full signature of bidder. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All Corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

6.(i) The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in table-I along with the Technical Bid by FD/TD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage. The original EMD will be put in cover-I containing Technical bid.

a) The Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender.

b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.

c) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.

(ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract with successful bidder.

8. **Bidders are not allowed to submit more than one bid anytime during the tendering process for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.**

9. The successful bidders has to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within fifteen (15) days from the date of award of this tender in his favour and also required to furnish the security deposit @ 10% of contract value in the form of FD/BG/TD/CD from any Nationalised/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

10. The EMD/PBG shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

11. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdraw at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.

12. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for

Clarification and the response shall be in writing but <u>no change in the price or substance of the bid offered shall be permitted.</u>

13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

14. The name of such successful bidder will be displayed on the website of the institute www.aiimsrishikesh.edu.in within 7 days from the date of execution of this tender contract by him.

15. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid

meeting and bidders may ensure its queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

16. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.

17. The tender form is not transferable.

18. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.

19. **Tender Currencies:**

a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.

b. For imported goods, if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.

c. Tenders, where prices are quoted in any other way shall be treated as non - responsive and rejected.

20. **Tender Prices**: While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:-

For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:-

a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/ VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;

b. Any sales tax or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;

d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid;

e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

f. The price of annual CMC **after warranty period**, as mentioned in List of Requirements, Technical Specification and Financial Bid.

For goods offered from abroad, the prices in the corresponding Financial Bid shall be entered separately in the following manner:-

a. The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Financial Bid;

b. The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;

c. The price of goods quoted for delivery at AIIMS, Rishikesh as indicated in the List of Requirements, Financial Bid and Consignee List;

d. Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;

e. The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Rishikesh, as specified in the List of Requirements and Financial Bid;

f. The charges for Incidental Services, as in the List of Requirements and Financial Bid;

g. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

h. The price of annual CMC, after warranty period as mentioned in List of Requirements, Technical Specification and Financial Bid.

21. Additional information and instruction on Duties and Taxes: If the Bidder desires to ask for excise duty, sales tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

22. **Excise Duty:**

a. If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are full and final and no claim on account of excise duty will be entertained after the opening of tenders.

b. If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c. Subject to sub clauses (i) & (ii) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the AIIMS Rishikesh by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

23. **Sales Tax**: - If a bidder asks for sales tax/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction

of sale is legally liable to sales tax/ CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

24. **Octroi Duty and Local Duties & Taxes**:- Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Rishikesh are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Rishikesh. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Rishikesh to enable the AIIMS, Rishikesh reimburse the supplier and take other necessary action in the matter.

25. **Customs Duty**: In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with Custom Duty Exemption Certificate, if applicable, on the quoted goods in the Financial Bid. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods.

a. For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.

b. For insurance of goods to be supplied, relevant instructions as provided shall be followed.

c. Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

d. The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Rishikesh right to award the contract on the selected bidder on any of the terms offered.

26. **Indian Agent**:- If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

a. The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.

b. The details of the services to be rendered by the agent for the subject requirement.

c. Details of Service outlets in India, nearest to the AIIMS, Rishikesh to render services during Warranty and CMC period.

Firm Price:-

a. Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

b. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

27. **Conversion of tender currencies to Indian Rupees**:- In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Last Date of Submission of Tender'.

28. **Payment Term for Imported goods**: For imported goods payment shall be made in the following manner:

a) On shipment: 75 % payment of the contract price shall be paid 60 days after presentation of shipping documents {goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country} and upon the submission of the following documents: -

i. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
ii. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
iii. Insurance Certificate;
iv. Certificate of origin by the chamber of commerce of the concerned country;
v. Certificate of country of origin;
vi. Manufacture's / Supplier's warranty certificate;
vii. Manufacturer's own factory inspection report.

b) On Acceptance: 25 % payment would be made after satisfactory installation, commissioning, demonstration and training, if required on issuance of Inspection certificate by the AIIMS, Rishikesh.

29. **Guarantee / Warrantee Period**: The Tenderers must quote for 5 years comprehensive warranty (Including all Spares, Accessories software application, if any and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 5 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories software application, if any and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taken into account on basic price and post warranty CMC.

30. **Custom Clearance**: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. The supplier undertakes to fully co-operate to avoid any fine, demurrage or other charges and shall indemnify AIIMS Rishikesh in case of any such failure. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning demonstration (and training, if required) is also the responsibility of the supplier. All charges/ expenses incurred in this process will be borne by the supplier.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYBALE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

31. **Applicable Law:**

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

B) PAYMENT TERMS

1. (Seventy five) 75% Payment of the contract price shall be paid on receipt of goods condition and upon the submission of the following documents:-.

(i) One Original and Four Copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
(ii) Final Acceptance as per Inspection report issued by faculty.
(iii) Two copies of packing list identifying contents of each package.
(iv) Inspection Certificate issued by the user concerned department.
(v) Final Acceptance Certificate issued by the Institute

2. **On Acceptance**:-

Balance Twenty Five (25)% payment would be made against 'Final Acceptance Certificate' as per Para (B) (1) (v) of goods to be issued by the consignees subject to recoveries, if any, either on account of non rectification of defects/deficiencies not attended by the Supplier or otherwise.

(C) OTHER TERMS & CONDITIONS OF THE TENDER

1. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.

3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that he has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, tender will be out rightly rejected.

4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.

5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.

6. The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation repeat shall be signed in case of absence of any part as per the specification.

7. Installation at consignee's site should be free of cost immediately on arrival of equipment at consignee's site.

8. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged in addition to the cost of re- tender. The supplier is required to provide the demonstration of equipment at AIIMS premises to the AIIMS reprenstatives for its evaluation as per the specification & desired functionality standard. However, a submission of videography displaying functionality as per tender specification may also be considered by the AIIMS, representative .

9. In case the tenderer on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the tender the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the order goods the supply order may be cancelled and bid security deposit will be forfeited.

10. Where the specifications are as per tenderer's range of products the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out on separate Letter Head of the firm. It would be discretion of the competent authority of the institute to accept or reject such deviations which are not in accordance with our required specifications as given below the financial bid.

11. It must be mentioned clearly whether tenderer is a manufacturer/sole distributor / sole agent for the items for which he is quoting.

    a. ***Manufacturer*** must add a certificate that item(s) is manufactured by them as per range of products.

    b. ***Sole Manufacturers*** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.

c. ***Authorized* agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise tender will be liable to rejection.

12. The Tenderers should furnished a copy of S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

13. The tenderers should submit along with the tender, a photo state copy of the last three years Income Tax returns and a copy of current valid income tax clearance certificate (IT CC) otherwise tender may be ignored.

14. In case asked, tenderer must personally supply a sample/give the demonstration of the equipment to the competent authority of the institute and in that case all the expenses will be borne by the supplier.

15. The tenderer hereby guarantees that the equipment supplied to the Institute (purchaser) under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender Document. The date of manufacturing of the equipment/goods supplied will not be more than 3 (Three months) old. The tenderer hereby further guarantees that the said equipment would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of installation of the said equipment to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said equipment, if during the aforesaid period of 12 months the said equipment be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the tenderer and the Purchaser shall be entitled to call upon the tenderer to rectify the equipment or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the tenderer and in such an event, the above mentioned warranty period shall apply to the equipment replaced from the date of replacement thereof. In case of failure of the tenderer to rectify or replace the equipment, within specified time, the purchaser shall be entitled to recover the cost with all expenses from the tenderer for such defective equipment.

16. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature /catalogues must be attached with the tender in original failing which tender may be disqualified.

17. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give rise to any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout 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 of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

18. The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

19. The equipment installed should be up for 95% of the total warranty time. If the equipment is down for more than 5% suitable action shall be taken against the supplier including imposition of penalty as deemed fit.

20. Tenderer shall have to provide complete warranty for all equipments for 5 (five) years & CMC for 5 (five) years of these equipments. Financial bid should be quoted accordingly. In this regard, the tenderer shall submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that they will provide complete warranty for all equipments for 5 (five) years & CMC for 5 (five) years of these equipments.

21. Tenderer shall ensure and give an affidavit on Indian Non Judicial stamp paper of Rs.10/- along with technical bid that spare parts and consumables for these equipments/instruments will be available at reasonable rates for next 10 (ten) years.

22. The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

23. Incase the vendor fails to supply the spare parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.

I / We hereby accept the terms and Conditions given in the tender

---

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Tender Enquiry No. F.No.24/ Neuro/172/2016-RISH (ADMN)
Table-I

Equipment for the Department of Neurosurgery

Details of items & their tentative quantity and EMD

The following items manufactured by Indian/International firms of repute are required.

S.No.	Item	Quantity	EMD
(1)	**Adjustable Surgeons Operating Stool**	01 Nos.	INR 25,000/

Tender Enquiry No. F.No.24/ Neuro/172/2016-RISH (ADMN)

"Equipment for the Department of Neurosurgery"

Financial Bid

A) FINANCIAL BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4	5								6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)								
				Ex - factory/ Ex–warehouse /Ex-showroom /Off–the shelf (a)	Excise Duty(if any) [%age & & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance, loading/ unloading and Incidental costs till AIIMS-Rishikesh (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the AIIMS-Rishikesh (f)	Unit Price (In Rs.) CMC for 5 years (In Rs.) if applicable (g)	Unit Price (at AIIMS-Rishikesh) basis (h)= (a+b+c+d+e+f+g)	Total Price (at AIIMS-Rishikesh) basis (Rs.) = {4 x 5(h)}

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. **The unit cost should be mentioned as per table1. The above quote should include all applicable taxes and F.O.R AIIMS Rishikesh. L1 will be decided on the basis of unit cost in addition to CMC value of 5 years where applicable including all applicable taxes at time of financial bid evaluation of individual equipment.**
3. The Bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Declaration by the Bidder:- (i) This is to certify that I/We before signing this tender have read and fully understood the Tender documents viz terms & condition of the contract, rules regarding purchase of equipment for Department of Neurosurgery**. I/We agree to abide them.**

(ii) No other charges would be payable by purchaser and there would be no increase in rates during the contract period.

Place:
Date:

Name:
Business Address:
Signature of Bidder:
Seal of the Bidder:

Tender Enquiry No. F.No.24/ Neuro/172/2016-RISH (ADMN)

Financial Bid

B) FINANCIAL BID FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5					6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)					Total price on Destination + Insurance (local transportation and storage) = {4X 5 (e)}
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the AIIMS-Rishikesh ** (c)	Unit Price CMC for 5 years if applicable (d)	Unit Price on DDP AIIMS-Rishikesh + Extended Insurance (local transportation and storage) (e) = a+b+c+d	

** To be paid in Indian Currency (Rs.)
Total Tender price in foreign currency: _____
In words: _____

Note: -
1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The unit cost should be mentioned as per table1. The above quote should include all applicable taxes and F.O.R AIIMS Rishikesh. L1 will be decided on the basis of unit cost in addition to CMC value of 5 years where applicable including all applicable taxes at time of financial bid evaluation of individual equipment.
3. The Bidder will be fully responsible for the safe arrival of the goods AIIMS-Rishikesh in good condition as per terms of DDP as per INCOTERMS, if applicable.

Declaration by the Bidder:- (i) This is to certify that I/We before signing this tender have read and fully understood the Tender documents viz terms & condition of the contract, rules regarding purchase of equipments for Department of Neurosurgery**. I/We agree to abide them.**
(ii) No other charges would be payable by purchaser and there would be no increase in rates during the contract period.

Indian Agent:
Indian Agency Commission - ___% of FOB

Place:
Date:

Name:
Business Address:
Signature of Bidder:
Seal of the Bidder:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(Clause 11 (c) of **other terms and conditions** of the tender)

To

The Administrative Officer,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER: _____.

we, _____, who are established and reputable manufacturers of _____, having factories at _____ and_____, hereby authorize Messrs. _____ (*name and address of agents)* to bid, negotiate and conclude the contract with you against Tender No._____ for the above goods manufactured by us. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name)
For and on behalf of Messrs. _____
(*Name of manufacturers)/*Principal.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

The Administrative Officer
All India Institute of Medical Sciences
Rishikesh,
Virbhadra Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to ---------- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank and address of the Branch

Name of items with full specifications & required accessories
Adjustable Surgeons Operating Stool – 1. Should be European CE and/or US FDA approved. 2. It should have the provision of hands-free height adjustment by way electronic switches (preferable) or foot pedal adjustment with hydraulic pump adjustment, which are fitted in column of the chair. The Foot pedal should have up movement when pressing down on pedal and down movement on single press & hold of pedal. 3. The pedal/switch should be placed near the base for comfortable access of operators foot and easy movement. 5. The electronic chair should have a rechargeable battery and cordless operation should be possible for optimal duration. **(Give details)** 4. The height adjustment from the seat to the floor should be – 19 inches to 27 inches or better - **provide details.** 5. The Chair column should be sturdy with minimum 3 pronged sturdy base, each of the legs having castors. Base covered with ABS ergonomic cowling protector is preferable. 6. The breaking mechanism should be one paddle/switch push system for brake or release. 7. It should have adjustable backrest for up & down movement with ergonomic screw mechanism 8. It should have swivel arm rests which may also be removable and can be locked with screw mechanism adjustment. Should be able to support

:

sitting of surgeons of various built.

9. Seat design should be comfortable during long operations.

10. The seat backrest & cover should be covered with high grade material which should be easy to clean & disinfect.

11. Warranty for 5 years.

12. On site demo is essential.

13. compliance statement should be provided in a tabulated and point wise manner.