

Rate Contract

for

Surgical Staplers

at

**All India Institute of Medical Sciences (AIIMS),
Jodhpur**

NIT No.	: Admn/General/RC/06/2014-AIIMS.JDH
NIT Issue Date	: September 30th, 2014
Last Date of Submission	: October 21st, 2014 at 03:00 PM
Pre-Bid Meeting	: October 09th, 2014 at 03:00 PM



All India Institute of Medical Sciences, Jodhpur

Basni Phase – II, Jodhpur – 342 005, Rajasthan

Phone: 0291-2012984, Email: aoadmin@aiimsjodhpur.edu.in

Website: <http://www.aiimsjodhpur.edu.in>

Chapter I- Instruction to bidders

Notice Inviting Bids

Subject: - **Procurement of Surgical Staplers for a period of one year.**

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for purchase of Surgical Staplers on Rate Contract Basis as per the list enclosed at "**Chapter V**" for a period of one year. The estimated yearly consumption of the Surgical Staplers is expected around **Rs. 30 Lakh**. Interested parties may send their tender in sealed cover addressed to the Administrative Officer, **All India Institute of Medical Sciences, Basni Phase - II, Jodhpur** superscripted with the words "**Rate Contract for Supply of Surgical Staplers**" and complete in all respects should be dropped in the tender box up to **3:00 PM on 21st October, 2014**. The Quotations will be opened on the same day at 03:30 PM at Conference Hall, Medical College, All India Institute of Medical Sciences, Jodhpur. The tenders received after the scheduled date and time will be rejected out-rightly.

2. The tender is in two - bid system i.e. Technical & Financial contains specification and allied Technical details and the Price Schedule of the various items detailed in "**Chapter VI**". The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
3. The technical bid and the financial bid should be sealed by the bidder in separate covers super-scribed "**Technical bid for Supply of Surgical Staplers**" and "**Financial Bid for Supply of Surgical Staplers**". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "**Rate Contract for Supply of Surgical Staplers**". The 'Technical Bid' will be analyzed and 'Financial Bid' of only those firms who are found eligible in 'Technical Bid' will be opened in due course and the eligible firms would be intimated there of accordingly.

Schedule of Tender

Last date and time of receipt of tender	:	21 st October, 2014 at 03:00 PM
Amount of Earnest Money Deposit	:	Rs. 60,000/-
Date & time of opening of Tender Venue	:	21 st October, 2014 at 03:30 PM at Conference Hall, Medical College, AIIMS, Basni Phase-II, Jodhpur-342005.
Pre Bid Meeting	:	09 th October at 03:00 PM at Conference Hall, Medical College, AIIMS, Basni Phase – II, Jodhpur

4. Tender document may be downloaded from this Institute's official website "<http://www.aiimsjodhpur.edu.in>".
5. The Parties interested for any clarification, kindly visit AIIMS Jodhpur in person by **09th October at 03:00 PM** in **Pre Bid Meeting**.

Administrative Officer

Chapter-II- Conditions of Contract

General Terms and Conditions

Subject: - **Notice Inviting Tender for Surgical Staplers for All India Institute of Medical Sciences, Jodhpur**

1. Parties :

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the AIIMS through Administrative Officer, All India Institute of Medical Sciences, Jodhpur for and on behalf of the Director, AIIMS, Jodhpur.

2. Earnest Money:

Earnest money by means of a Bank Demand Draft of **Rs. 60,000/- (Rs. Sixty Thousand only)** may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The DD may be prepared in the name of "**All India Institute of Medical Sciences, Jodhpur**".

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the institute in respect of any previous work will be entertained.
- b) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the AIIMS.
- c) The Tenders without Earnest Money will be summarily rejected.
- d) The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI) are exempted to submit the EMD (copy of registration must be provide along with)
- e) No Claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.
- f) The EMD, in case of unsuccessful Bidders shall be retained by the Purchaser, upto a maximum period of 6 months from the date of opening of the Bids or till the finalization of the tender, whichever is later. The bid security shall be refunded to the unsuccessful tenderers on written request. No interest will be payable by the AIIMS authorities on the EMD.

3. Tender Fee:

Tender fee will be Non-refundable amount of Rupees One thousand (Rs. 1000/-) only and the tenderer shall deposit a separate Bank Draft in favor of "**All India Institute of Medical Sciences, Jodhpur**" along-with tender Document (Technical Bid). **The tenders submitted without tender cost shall liable to be rejected summarily.**

4. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
5. Quotations qualified by such vague and indefinite expression such as "Subject to prior confirmation", "Subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.

6. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of AIIMS Jodhpur (<http://www.aiimsjodhpur.edu.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

7. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Duly filled format of Technical Bid as per Chapter – IV.
- (b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- (c) Manufacturer Authorization Certificate must be attached by Bidder.
- (d) The bidder shall be a Manufacturer / Distributers / Suppliers / Agents having valid license or direct importer holding valid import license.
- (e) **Financial Status:** - The average annual turnover from similar jobs, of the firm should not be less than **2 crores** in the last three years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last three years should be enclosed.
- (f) Experience of 03 years or more.
- (g) The technical bid should be accompanied by Demand draft of **Rs. 1000/- (non-refundable) against tender fee** and Demand Draft of **Rs. 60,000/- (Rupees Sixty Thousand only) for EMD.**
- (h) Copy of Income Tax Return Acknowledgement for last Three years.
- (i) Copy of PAN Card / Service Tax Registration.
- (j) Copy of Sales tax / VAT registration certificate.
- (k) Registration with Excise Department, Govt. of India. The industries situated in excise free zones will be exempted from registration provided they produce the copy of appropriate notification.
- (l) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients.
- (m) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (n) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.
- (o) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Financial Bid: The financial bid shall contain:

- (a) Price Bid Form [As per Chapter - VI] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

8. Signing of Tender :

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- (b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

9. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Jodhpur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

10. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

11. BID PRICES:

- (a) It should be submitted in form given in **Chapter VI**. The price quoted will be exclusive of taxes and inclusive of all applicable charges (i.e. packing, forwarding, postage and transportation) at F.O.R. AIIMS, Jodhpur and shall be fixed and final. Taxes, as applicable will be extra, which will separately quoted in the bid, At the time of payment Income Tax or any other Tax payable shall be deducted at source.
- (b) The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the Institute.
- (c) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12. TECHNICAL EVALUATION:

- (a) Detailed technical evaluation shall be carried out by Purchase Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are

complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

- (b) The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion / presentation.
- (c) Financial bids of only those bidders who qualify the technical criteria will be opened provided all other requirements are fulfilled.
- (d) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

13. FINANCIAL EVALUATION:

- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- (c) The AIIMS Jodhpur does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

14. AWARD OF CONTRACT: PLACE MENT OF ORDER

- (a) The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

15. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

16. Validity of the bids:

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.

17. Right of acceptance:

The AIIMS, Jodhpur reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Jodhpur reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the

tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

18. Delivery:

Delivery of goods shall be made by the supplier within 15 days of placing of purchase order, however, in case of emergent requirement he has to supply the required quantity of goods within 1 weeks of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 24 hours.

19. The Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the AIIMS Jodhpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods rejected.

20. Performance Security:

The EMD of successful bidders will be converted into Performance Security and will be return after completion of Rate Contract. Firms like NSIC / SSI registered shall be required to submit Performance Security equivalent to EMD amount as per the contract.

The security deposit of successful bidders will be kept for the period of one and half year from the date of award of the contract and shall be refunded without any interest on it within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.

The security deposit can be forfeited by the Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

21. Liquidated Damages

Supply of material will have to be completed within 15 days or period mentioned in the purchased order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

22. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of

occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

23. Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

24. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.

25. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

26. Right to call upon information regarding status of work:

The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.

To assist in the analysis, evaluation and computation of the bids, the Purchase Committee of AIIMS, Jodhpur, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

27. Fall Clause:

If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Excise Duty/Custom Duty due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional excise duty/custom duty so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in excise duty/custom duty, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Jodhpur on account of the increase in excise duty/custom duty.

28. Arbitration:

If any conflict or difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

29. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts.

30. Periodicity/ Duration of Tender:

The tender is initially for a period of one (01) year and may be extended on year to year basis but not more than (03) three years with mutual consent on the same terms and conditions and rates.

31. Other Conditions:

The successful firm will be required to do the work / job for a period of one year from the date of award the contract. AIIMS, Jodhpur shall, however, reserve the right to terminate the contract at any time without assigning any reason.

The job will be entrusted on the basis of all inclusive rate contract on as is where is and competitive rates basis.

32. The items will have to be supplied at AIIMS, Jodhpur. No transportation/ cartage charges will be provided for the same.

33. All India Institute of Medical Sciences (AIIMS), Jodhpur shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

34. The tendering Firm/Agency/Company shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS), Jodhpur while submitting the tender or at subsequent stage. Upon selection of the tendering Firm/Agency/Company, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

35. The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.

- 36.** Surgical Staplers shall be supplied from manufacturers holding up to date Good Manufacturing Practices (GMP) Certificate issued by the appropriate licensing authority. A copy of the certificate shall be produced by supplier with technical bid.
- 37.** If the Local Authorized Dealer of any Manufacturing Company is participating in this Tender, he will allowed to be submit the Manufacturer's Authorization Certificate, Manufacturer's Companies duly certified Audited Accounts, Copy of Income Tax Return for Last Three Financial Years and Annual Turnover of not less than Rs. 2 Crore. Rest document like Affidavit, EMD, TIN No., VAT No., and Registration Certificate of the Firm shall be submitted by Local Authorized Dealer / Firm of his own.
- 38.** Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Jodhpur.
- 39.** The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Jodhpur.
- 40.** 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 Purchase Committee reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.
- 41.** The Specification of the item needed is mentioned in Technical Bid (Chapter - V). The payment would be made for actual supply taken and no claim in this regard should be entertained.
- 42.** If a tendering Firm/Agency/Company decides to withdraw from the bidding before the financial bids are opened, the AIIMS, Jodhpur shall forfeit the EMD deposited with the technical bid.
- 43.** 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 tendered 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 ignored.
- 44.** The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
- 45.** Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.

46. The AIIMS, Jodhpur reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.

47. Disclaimer:

The near relatives of employees of AIIMS, Jodhpur are prohibited from participation in this tender. The near relative for this purpose are defined as:

(a) Members of a Hindu undivided Family.

(b) Their spouses

(c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), daughter(s) and daughter's husband (sons-in-law) brother (s) and brother's wife, sister(s) and sister's husband, brother(s)-in-law.

48. The Purchase Committee of AIIMS, Jodhpur shall go into all aspects including cost factors of Surgical Staplers and then decide for awarding of the tender, by quoting lower rates in respect of items, a firm does not become entitled to awarding the contract in its favor of those item(s). In order to get selection / consideration in the panel of two or three vendors for awarding of contract (in case the contract is to be awarded to more than one vendor), the criteria of selection for awarding contract will be calculating / comparing the rate of items consumed by the AIIMS, Jodhpur throughout the year and as per the requirement in view of quality, as deemed fit by the Purchase Committee. The firm has to provide samples for the items for evaluation of Purchase Committee when required. The committee will reject the quotations of the bidders whose quotation will not found of quality required by AIIMS, Jodhpur. AIIMS, Jodhpur reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

Special Conditions:

(a) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.

(b) VAT and other Govt. levies will be paid extra as applicable by the supplier.

(c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.

(d) Payment of the bill will be made preferably within 60 days on receipt of the goods in satisfactory condition.

(e) No revision in rate (on higher side) will be accepted during contract period.

(f) Order will be placed as per requirement, irrespective of value of the order.

(g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

(h) Supply should be made from the latest batch of production with maximum life period & original packing.

- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
- (k) The purchaser reserves the right to conclude more than one rate contract for the same item.
- (l) The purchaser has the option to renegotiate the price with the rate contract holder.

Inspection:

- (a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the AIIMS, Jodhpur.
- (b) AIIMS, Jodhpur right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Jodhpur prior to the goods shipment.
- (c) The Director, AIIMS Jodhpur 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.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two (02) weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Sample/Demonstration:

The tenderers may be required to place samples of the Medical and Surgical Staplers (without indicating price, clear marking of firm / agency name in each of item) when required by the Purchase Committee and Concerned Department of All India Institute of Medical Sciences (AIIMS), Jodhpur for quality evaluation and in case all the expenses will be borne by the tenderer. Purchase will be done only after the approval of the quality of the product by the Competent Authority. If required failing which their bids/offer shall be rejected.

The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

Documents:

- (a) All pages of the Tender should be numbered and indexed.
- (b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the AIIMS, Jodhpur in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the AIIMS, Jodhpur in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.
- (c) The bidder shall provide a list of major Government and Private Institutions where its relevant bid item has been supplied during last one year.

Administrative Officer

Chapter - IV Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Concern		
2.	Whether the Firm is located in Jodhpur (Rajasthan). (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for each and every item mentioned in Chapter V (Yes/No) (If NO, then please attach a list of quoted items with the Technical Bid without indicating price)		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Manufacturer Authorization Certificate		
10.	Last Income Tax Certificate		
11.	Copy of VAT/CST/ST Registration		
12.	Drug License (If applicable on any item given in technical bid)		
14.	Quality Assurance Certificate (Please specify)		
15.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government institute)		
16.	Proof of the last three year's turnover of the firm Which should not be less than Rs. Two Crore only continuously for the preceding three years		
17.	Permanent Account Number		

18.	Sale Tax Registration No.		
19.	TIN No. with Proof		
20.	Whether copies of authenticated balance sheet for the past three years enclosed		
21.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
21.	Any other information important in the opinion of the tenderer		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Dated:

Place:

Undertaking

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That 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.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Jodhpur. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

FORMAT FOR MANUFACTURER'S AUTHORISATION

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Jodhpur
Industrial Area, Basni Phase - IInd, Jodhpur (Raj.)

Dear Sir,

Ref. Your NIT No _____, dated _____
We, _____ who are
proven and reputable manufacturers of _____ (name and
description of the Items offered in the Quotation) having factories at
_____, hereby
authorize Messrs. _____ (name and address of the agent) to submit a
Quotation, process the same further and enter into a Rate Contract with you against your requirement as
contained in the above referred Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.
_____ (name and address of the above
agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you
against your requirement as contained in the above referred Quotation Form for the above items
manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract
placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have
quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

Chapter – V

Technical Bid

List of Surgical Staplers

S.No.	Item Name	Specification	Company 1	Company 2
1.	Endoscopic Linear Cutter Cartridge	Endoscopic linear cutter cartridges with or without knife 30 mm white /blue /green	JnJ	Covidien
2.	Disposable Bladeless trocar 12mm.	Disposable Bladeless trocar 12 mm or 5-12 mm , with tissue separators, optical tip to eliminate blind entry.	Ethicon/JnJ	Covidien
3.	Disposable Bladeless trocar 5mm	Disposable Bladeless Trocar 5 mm size with tissue separators, optical tip to eliminate blind entry.	Ethicon/JnJ	Covidien
4.	Endoscopic Linear Cutter	Endoscopic linear cutter with or without knife with 360 degree roticulation and 45 degree articulation	Ethicon/JnJ	Covidien
5.	Endoscopic linear cutter	Endoscopic linear cutter with or without knife 60 mm capable of loading white , blue and green cartridges	Ethicon/JnJ	Covidien
6.	Endoscopic linear cutter cartridge	60 mm cartridge with or without knife in white colour codes with respective 1.0 mm closed staple height	Ethicon/JnJ	Covidien
7.	Endoscopic linear cutter cartridge	60 mm cartridge with or without knife in blue colour codes with respective 1.5 mm closed staple height	Ethicon/JnJ	Covidien
8.	Endoscopic linear cutter cartridge	60 mm cartridge with or without knife in green colour codes with respective 2.0 mm closed staple height	Ethicon/JnJ	Covidien
9.	Hemorrhoidal stapler kit	Hemorrhoid stapler kit consists of 33mm Hemorrhoid Circular stapler (with fixed anvil, adjustable closed staple height from 0.75 mm – 2.5 mm, staple open leg length of 5.5 mm), Suture Threaded, Circular Anal Dilator, Purse-String Suture Anoscope, Suture for Purse String	Ethicon/JnJ	Covidien

10.	Linear cutter cartridge Blue	Linear cutter cartridges 55-60 mm blue 1.5 mm closed staple height	Ethicon/JnJ	Covidien
11.	Linear cutter cartridge Green	Linear cutter cartridges 55-60 mm blue 2.0 mm closed staple height	Ethicon/JnJ	Covidien
12.	Linear cutter no- knife module compatible with reusable linear cutter handle.	Multifire linear cutter with or without knife 55-60 mm	Ethicon/JnJ	Covidien
13.	Hemolock Clip 5 mm and 10 mm		JnJ	Covidien
14.	Intra-Luminal Circular Stapler	Size 25 +/- 1mm	Covidien	J&J
15.	Intra-Luminal Circular Stapler	Size 28 +/- 1mm	Covidien	J&J
16.	Intra-Luminal Circular Stapler	Size 31 +/- 1mm	Covidien	J&J
17.	Intra-Luminal Circular Stapler	Size 34 +/- 1mm	Covidien	J&J
18.	Endo Suturing Device with Toggling Needle	Standard	Covidien	
19.	Suture Needle Combination Cartridges for Endo Suturing	Surgidac / Polysorb	Covidien	

Chapter - VI

Financial Bid

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

S.No.	Item Name	Specification	Make	Price (Exclusive of TAX) (In Rupees)	/	Unit	TAX %	Price (Inclusive of TAX)

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Note: Financial Bid Format must be submitted by Bidder in Excel (*.xls / *.xlsx) Format written on Compact Disk (CD) as a Soft Copy also with Financial Bid.

Authorized signatory of the bidder with seal.