

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
ANSARI NAGAR, NEW DELHI-110 029,  
INDIA.**



**TENDER ENQUIRY DOCUMENT  
FOR Purchase of three part Haematology Cell Counter**

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES

ANSARI NAGAR, NEW DELHI-110 029

SECTION-I

NOTICE INVITING TENDERS (NIT)

(1) On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, Stores Officer (LM) invites sealed tenders in two bid system (Technical bid and financial bid) from reputed, eligible and qualified firms/manufacturer for Purchase of three part Haematology Cell Counter

<u>Tender Number</u>	<u>Brief Description of Goods</u>	<u>Qty. estimated to be purchased per year</u>	<u>Tender fee</u>	<u>Amount of Bid Security</u>
21-06/LM/ AKM/2015-16	Purchase of three part Haematology Cell Counter	As indicated in Technical specification (Section XIII)	Rs.500/-	Rs.10,000/-

(2) Last date for sale of Tender Document : **on or before 05.11.2015 upto 4.30 p.m.**  
Closing date & Time for Receipt of Bids: **on or before 06.11.2015 upto 12.30 p.m.**

Technical Bids opening Date and Time : **06.11.2015 at 2.30 P.M.**

Place : **Room No. 10, Department of Laboratory Medicine, IInd Floor at AIIMS, New Delhi-110029. Ph. No 011-26594764**

Tender Enquiry documents containing detailed specifications along with terms and conditions can be had from the office of Stores Officer (LM) from 14.30 hrs. to 16.30 hrs on all working days (Monday to Friday) and 11.00 hrs to 12.30 hrs on Saturday, till a day prior to the closing date of receipt of bid indicated above.

(3) Tender Enquiry Documents may be purchased on payment of non-refundable fee **by way of Demand Draft drawn in favour of 'Director', AIIMS, drawn payable at New Delhi.** (Postal Orders/Cash are not acceptable).

(4) If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders and for which extra charges per set will be Rs.100/- for domestic post. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

(5) The bidders may also download the tender documents directly from the website available at [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu). and [www.tenders.gov.in](http://www.tenders.gov.in). in such case, the bidders are required to submit the tender cost fee of Rs.(**as mentioned in NIT**) (Non-refundable) by way of separate demand draft drawn in favour of 'Director', AIIMS payable at New Delhi for each tender separately and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically super scribe, **“downloaded from the website”** on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

(6) It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person, are dropped in the Tender Box of Stores Section (LM), Room No. 10, Department of Laboratory Medicine, IInd Floor at AIIMS, New Delhi-110029” or received by the closing date and time stipulated above in the Para 2 for receipt of Bid, failing which the bid would be considered late and rejected. The bids dropped in the other section/departments/Centres of AIIMS, will not be considered for submission and such bids will be summarily rejected.

(7) The bid security as mentioned above will have to be deposited through Bank Guarantee./Demand Draft drawn in favour of the **“Director, AIIMS” New Delhi** along with the tender (Technical Bid). No interest is payable on Bid Security.

(8) The Tender Enquiry document is not transferable.

(9) In the event of any of the above mentioned dates being declared as a holiday / closed day for AIIMS, the tenders will be sold/received/opened on the next working day at the prescribed venue and time.

**STORES OFFICER (LM)**  
**Ph: 011-26594764**

**SECTION - II**  
**GENERAL INSTRUCTIONS FOR TENDERERS (GIT)**  
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## **SECTION – II**

### **GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

#### **A. PREAMBLE**

#### **1. Definitions and Abbreviations**

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

#### 1.2. **Definitions:**

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids / Quotation / Tender received from a Firm / Bidder / Manufacturer.
- (iii) “Bidder” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender.
- (iv) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- (vii) “Rate Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.
- (ix) “Consignee” means the user department of Institute to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

### 1.3 **Abbreviations:**

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderer
- (iv) "SIT" means Special Instructions to Tenderer
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
  
- (viii) "DP" means Delivery Period
- (ix) "BG" means Bank Guarantee
- (x) "ED" means Excise Duty
- (xi) "CD" means Custom Duty
- (xii) "VAT" means Value Added Tax
- (xiii) "CENVAT" means Central Value Added Tax
- (xiv) "CST" means Central Sales Tax
  
- (xv) "FOR" means Free On Rail
  
- (xvi) "AIIMS" means All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29.
- (xvii) "RT" means Re-Tender.

## 2. **Introduction**

- 2.1 The Purchaser has issued these TE documents for concluding rate contract for goods as mentioned in Section – VI – "Schedule of Requirements", which also indicates, *interalia*, the terms and place of delivery.
- 2.2 This section (Section II - "General Instruction for Tenderers") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The bidders shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating and submitting the tender to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## 3. **Availability of Funds**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

## 4. **Language of Tender**



4.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English version and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English version, in which case, for purpose of interpretation of the tender etc, the English version shall prevail.

## **5. Eligible Bidders**

5.1 This Notice Inviting Tender is open to all suppliers who fulfil the eligibility criteria specified in these documents.

## **6. Eligible Goods and Services**

6.1 All goods and related services to be supplied/provided under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and provided.

## **7. Tendering Expense**

7.1 The bidder shall bear all cost and expenditure incurred and/or to be incurred by in connection with tender including preparation, mailing and submission of tender and for subsequent processing. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

# **B. TENDER ENQUIRY DOCUMENTS**

## **8. Content of Tender Enquiry Documents**

8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the TE documents include:

- Section II – General Instructions for Tenderer (GIT)
- Section III – Special Instructions for Tenderer (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – Schedule of Requirements
- Section VII – Tender Form
- Section VIII – Price Schedules
- Section IX – Bank Guarantee Form for EMD
- Section X – Manufacturer’s Authorisation Form
- Section XI – Bank Guarantee Form for Performance Security
- Section XII – Check List for the Bidders
- Section XIII – Technical Specifications

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders should examine carefully all such details etc to proceed further.

## **9. Amendments to TE documents**

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents by issuing suitable amendment(s) to TE documents. The amendments will be published on institute website [www.aiims.edu](http://www.aiims.edu) and linked with [www.tenders.gov.in](http://www.tenders.gov.in).

- 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective bidders, which have received/purchased the TE documents from office of the Stores Officer (LM).
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 10. Clarification of TE documents

- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

## C. PREPARATION OF TENDERS

### 11. Documents Comprising the Tender

- 11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid (Financial bid)” prepared by the bidder shall comprise the following:

#### A) Techno – Commercial Bid (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 18.1.
- ii) Tender Form as per Section VII (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 16 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish valid Manufacturer’s Authorisation Form.
- v) Documents and relevant details to establish in accordance with GIT clause 17 that the goods and the allied services to be supplied by the bidder conform to the requirement of the TE documents specifications (sub clause of 11.1A (x, xi,xii).
- vi) Performance Certificate
- vii) Price Schedule(s) as per Section VIII filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- viii) The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution on non-judicial stamp paper of Rs. 10/-
- ix) The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black-listed in the past by any Govt. or Private Organization.
- x) The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- for fall clause i.e the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organisation or nay other Institute (Fall Clause)
- xi) Checklist as per Section XII.
- xii) The bidder are also advised to submit details as per prescribed performa enclosed as Annexure-I along with the Technical specification (Section XIII)
- xiii) The bidder are advised to fill prescribed performa and enclose relevant documents serial wise (1-18) as per Annexure-II enclosure in the Technical Specification (Section XIII)

xiv) The bidder are advised to submit sample as per prescribed perofrma enclosed as Annexure-III along with the technical specification (Section XIII) .

**B) Price Bid (Financial Bid):**

This should be showed as per Section VIII.

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the bidder must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

11.3 A tender, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically shall be ignored and not accepted at all.

**12. Tender currencies**

12.1 The bidder supplying indigenous goods or imported goods shall quote only in Indian Rupees.

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

**13 Tender Prices**

13.1 The Bidder shall indicate on the Price Schedule provided under Section VIII all the specified components of prices shown therein including the unit prices of the goods. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder.

13.2 If there is more than one item in the Schedule of Requirements, the bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the bidder may quote for the complete requirement of goods or its part thereof as specified in that particular schedule.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 **For domestic goods or goods of foreign origin located within India or goods to be imported and supplied against payment in Indian Rupees**, the prices in the corresponding price schedule 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 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 (local transportation and storage) would be borne by the Supplier from ware house to the

consignee warehouse, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule.

- d) Tenderers are advised to mention MRP Rates also for each item quoted in the column provided in Section XIII (attached) invariably in addition to their quoted rates. No tenderer can charge/quote rates more than MRP, in case any tenderer, if charged/quote higher rates for any item more than MRP, the action like forfeiture of security money/performance back guarantee and removal of name from the list of supplier shall be taken against the firm.
- e) In case the firm quotes imported brands of certain items on behalf of their foreign principals/Manufacturers which come under the provision of DRUG & COSMETIC ACT & RULES, requiring mandatory formalities with Central Drug Standard and Control Organization (CDSCO) Ministry of Health And Family Welfare Govt. of India and certificate/licence issued by (CDSCO) must be attached along with technical bid, failing which the offer for such items will be rejected.
- f) A turnover certificate of at least 1 crore per annum in for last 3 years certified by C.A. Should be submitted, failing which such offers will be summarily rejected.

### 13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Bidder desires to ask for excise duty, sales tax/ VAT, 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.

#### 13.5.2 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 firm and final and no claim on account of excise duty will be entertained after 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 13.5.2 (a) & (b) 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 by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### 13.5.3 Sales Tax/VAT:

If a bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT 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 / VAT, and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to AIIMS. The bidder should provide copy of VAT registration certificate. ***THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.***

#### 13.5.4 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 stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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 purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

### **13.5.5 Customs Duty:**

The bidder may note that for imported items the price shall be quoted include of Custom Duty and no CDEC will be issued Separately and no payment on the part of Custom duty will be paid.

### **13.5.6 Submission of Authority by Manufacturer for distributor/agent.**

Only manufacturers or their sole authorized distributors/sole agents for AIIMS are entitled to quote. The distributor/sole agents quoting on behalf of their manufacturer must attach valid authority letter in their favour. **Either the Foreign Principals or their subsidiaries in India/manufacturers or their authorized distributors should participate in the tender but not both. Also one principal cannot authorize two distributors/suppliers to quote on their behalf in the same tender. The sub-distributor authority by distributor will not be accepted at all except for imported items. Whom the Importer shall give further authorization letter to the Sub-Distributor which shall be enclosed with the technical bid by sub-distributor.** The distributor/sole agent authorized for AIIMS should be equipped and able to carry out the required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.(In case of authorised distributors, the manufacturers are required to take responsibility of their distributor on part of supplied quality and timely supplies.)

## **14. Firm Price**

- 14.1 Unless otherwise specified in the SIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

## **15. Alternative Tenders**

Only one best quality item (according to our specification) should be quoted against each item. On no account should different qualities e.g. A, B, & C of items be quoted. These items that have been quoted as per different qualities (In contravention to the specifications) will not be considered at all.

## **16 Documents Establishing Bidder's Eligibility and Qualifications**

- 16.1 Pursuant to GIT clause 11, the bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 **The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:**

- a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section X in this document.
- b) The tenderer are required to submit performance certificates (at least two) either from AIIMS or from other similar organizations of more than 500 beds/ Ministry of Health/ International procurement agency on the organization letter head where the tenderer is supplying surgical items etc. The Tenderer should also submit list of organizations where the similar items have been supplied in the last two years along with complete details of items supplied. Tenderer may also enclose the copy of inspection note issued by respective Institutions/ Hospital.  
**Failure to comply this clause will lead to rejection of their bid.**

## 17. Documents establishing good's Conformity to TE document.

- 17.1 **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 purchaser in the TE 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 purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.**
- 17.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 17.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
- 17.4 All information in the tender document must be supported with the manufacturer's original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.
- 17.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.
- 17.6 Sufficient samples of the items submitted in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch No. wherever applicable, should be submitted invariably to Stores Officer, Stores Section (LM), Room No. 10, Department of Laboratory Medicine, IInd Floor at AIIMS, New Delhi-110029, The acknowledged challan showing samples going to be submitted should invariably enclosed in the technical bid. If required, more identical samples will be asked to submit during technical evaluation process. **Firms are advised to attach Lab test report of samples invariably duly tested by manufacturing firms/ Govt. Lab OR Govt. approved Lab (authorized to test surgical items) along with technical bid. (wherever applicable for drug items) failing which such offers will be summarily rejected and no correspondence will be entertained in this regard. At the time of receiving supply from the approved firm variation in the supply will not be allowed and supply will be summarily rejected. The specification of each item are guidelines only and selection of item will be made purely on the quality of the sample submitted in original packing.**

## 18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT clauses 8.1 and 11.1 the bidder shall furnish along with its tender, earnest money for amount as shown in the Schedule of Requirements/NIT. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 18.7 below.

- 18.2 The earnest money shall be denominated in Indian Rupees or for an equivalent amount in foreign currency. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
  - iv) FDR
- 18.3 The demand draft or banker's cheque/FDR shall be drawn on any scheduled bank in India or a commercial bank in the country of the bidder, in favour of the "**Director, AIIMS, payable at New Delhi**". In case of bank guarantee, the same is to be provided from any scheduled bank in India or by a commercial bank in the country of the tenderer as per the format specified under Section XIII in these documents.
- 18.4 The earnest money shall be valid for a period of one year from the date of opening of Technical bid. As validity period of Tender as per Clause 19 of GIT is 9 months, the EMD shall be valid for 1 year from Techno – Commercial Tender opening date.
- 18.5 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 18.6 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder 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 notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

## **19. Tender Validity**

- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 9 months from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- 19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **20. Signing and Sealing of Tender**

**THE TENDERERS MUST QUOTE THEIR MAKE/ BRAND STRICTLY AS PER TENDER SPECIFICATIONS.**

- 20.1 The bidders shall submit their tenders as per the instructions contained in GIT Clause 11.
- 20.2 The bidder shall submit their tender enquiry documents marking them as "Original". Original bid may contain all pages including Technical Literature/Catalogues etc.
- 20.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

- 20.4 All the tender should be paginated (page numbered) and shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.5 The bidder is to seal the original duly marking the same as “Original”, and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before \_\_\_\_\_ (*The bidder is to put the date & time of tender opening*), BID FOR ITEM & SCHEDULE NO. \_\_\_\_\_ (*The bidder is to put the “Brief Description of Goods” and the Schedule No. Of the Schedule of requirement where for the bid is being submitted*)” are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.6 TE document seeks quotation following **Two Bid System**, in two parts. First part will be known as ‘**Techno - Commercial Bid**’, and the second part ‘**Price Bid**’ as specified in clause 11 of GIT. Bidder shall seal ‘**Techno - Commercial Bid**’ and ‘**Price Bid**’ separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Para 20.1 to 20.5 followed in the name of Store Officer (LM), AIIMS. The price bid as per format enclosed of section VIII will be prepared individually for **each item and separate sealed envelope for each item shall be prepared. Accordingly, separate envelopes of Price Bids item-wise should be submitted in a bigger enveloped & marked “PRICE BID”**

## D. SUBMISSION OF TENDERS

### 21. Submission of Tenders

- 21.1 Unless otherwise specified, **the bidders are to drop the tenders in the tender box of office of Stores Officer (LM), Stores Section, Room No. 10, Department of Laboratory Medicine, IInd Floor at AIIMS, New Delhi-110029** or the same shall be submitted by the tenderer by hand to concerned dealing hand or nominee of Stores Officer (LM) on above mentioned address. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the bidder to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### 22. Late bid

- 22.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

### 23. Alteration and Withdrawal of Tender

- 23.1 The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.



## E. TENDER OPENING

### 24. Opening of Tenders

24.1 The purchaser will open the tenders at the specified date, time and place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day in Institute, the tenders will be opened at the appointed time and place on the next working day.

24.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.

24.3 Two bid - Tender system as mentioned in Para 20.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document and inspection of sample by the users as per tender conditions. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

24.4 Those vendors who failed to submit required certificates and samples in accordance with tender conditions will be summarily rejected and no correspondence will be entertained in this regard.

## F. SCRUTINY AND EVALUATION OF TENDERS

### 25. Basic Principle

25.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### 26. Preliminary Scrutiny of Tenders

26.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

26.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.

26.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

26.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily rejected.

(i) Tender form as per Section VII (signed and stamped) not enclosed.

- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.). As per present practice AIIMS is not relaxing requirement of tender Fee and EMD to Small Scale Industries etc and submission of tender fee and EMD is mandatory.
- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section X.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification and requirement.
- (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.
- (x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities, depending on merits .
- (xi) Bidder is not eligible as per GIT Clauses 5.1 & 17.0
- (xiii) The bid submitted is with some conditions.
- (xiv) The bidder has not submitted the samples, wherever asked for.

## **27. Minor Infirmary/Irregularity/Non-Conformity**

27.1 If during the preliminary examination, the purchaser find any minor infirmity and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **28 Discrepancies in Prices**

28.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

## **29. Discrepancy between original and copies of Tender**

29.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the bidder by register / speed post and, if the bidder does not accept the purchaser's observation, that tender will be liable to be ignored.

## **30. Qualification Criteria**

30.1 Tenders of the bidders, who do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further.

## **31. Item-wise Evaluation**

**31.1 In case the requirements contain more than one item, the responsive tenders will be evaluated and compared separately for each item. The Price Bids have to be submitted item wise in a separate sheet of price bid format as per Section VIII and submitted item wise separately failing which the tender will be summarily rejected.**

## **32. Comparison of Tenders**

32.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section– VI– Schedule of Requirements, the comparison of the responsive tenders shall be carried out on the same of FOR price Delivery at Consignee site basis, inclusive of applicable taxes, duties, incidental services.

## **33. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

33.1 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

## **34. Bidder's capability to perform the contract**

34.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

34.2 The above-mentioned determination will, interalia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

## **35. Contacting the Purchaser**

35.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

35.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

### **36. Purchaser's Right to accept any tender and to reject any or all tenders**

36.1 The purchaser reserves the right to accept in part or any full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

### **37. Award Criteria**

37.1 Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 34 and a rate contract will be awarded for a period of 2 years which can be further extended up to one year with mutual consent of both parties.

### **38. Notification of Award**

38.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section XI.

38.2 The Notification of Award shall constitute the conclusion of the Contract.

### **39. Issue of Regent Rental Contract Agreement**

### **40. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**

40.1 Failure of the successful bidder in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 38 and 39 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 18 of GCC – Termination of default.

### **41. Return of E M D**

41.1 The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

### **42. Publication of Tender Result**

### **43. Corrupt or Fraudulent Practices**

43.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission)

- designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

## SECTION – III

### SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry (TE) documents	No Change
C	11 to 20	Preparation of Tenders	No Change
D	21 to 23	Submission of Tenders	No Change
E	24	Tender Opening	No Change
F	25 to 35	Scrutiny and Evaluation of Tenders	No Change
G	36 to 43	Award of Contract	No Change

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of requirements under Section VI and Important Terms and conditions under Section VII of this document.

#### **2. Use of contract documents and information**

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

#### **3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

#### **4. Country of Origin**

- 4.1 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.2 The country of origin may be specified in the Technical bid and Price Schedule/bid.

#### **5. Performance Security**

- 5.1 The bidder have to submit a Performance Bank Guarantee within fifteen days (15) days from the date of the issue of letter of intent for an amount equal to five percent (5%) subject to maximum of 10 lac of the total estimated value of the drawls per annum, valid up to 60 days beyond the rate contract period and shall be valid for 30 months from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees.



## **6. Technical Specifications and Standards**

6.1 The Goods & Services to be supplied/provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Important Terms and conditions'.

## **7. Packing and Marking**

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in 'Important Terms and conditions' and 'Quality Control Requirements' as per SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

### **7.3 Packing instructions:**

Unless otherwise mentioned in the 'Important Terms and conditions' and Quality Control Requirements as per SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **8. Inspection, Testing and Quality Control**

8.01 The Purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The 'Important Terms and conditions' in Section 'VII' and Inspection Authority to be designated by the Purchaser shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purpose.

8.03 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser, within a period of 45(forty five) days of intimating such rejection.

8.04 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's 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 Purchaser or its representatives prior to the Goods' shipment.

- 8.05 Nothing in Clause 08 shall in any way release the Supplier from any warranty or other obligations under the Contract.
- 8.06 The Director, AIIMS New Delhi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- 8.07 No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

**9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

**10. Transportation of Goods**

- 10.1 the bidder shall be supplied on free delivery at consignee site basis as payment paid.

**11. Insurance:**

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

“in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. “

**12. Assignment**

- 12.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

**13. Prices**

- 13.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

## **14. Taxes and Duties**

- 14.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 14.2 Further instruction, if any, shall be as provided in the SCC.

## **15. Terms and Mode of Payment**

### **15.1 Payment Terms**

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

#### **A) Payment for Domestic Goods Or Goods of Foreign Origin Located Within India/ Goods to be imported and supplied against payment in Indian Rupees**

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

##### **a) On delivery:**

100% (Hundred) % payment of the contract price shall be paid after receipt of goods in good condition and upon the submission of the following documents:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection Note issued of Company.

- 15.2 The supplier shall not claim any interest on payments under the contract.
- 15.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 15.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 15.5 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 15.6 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

**15.7 THE TENDERERS ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION INVARIABLY TO MAKE PAYMENT THROUGH RTGS/NEFT. "The payment in pursuance of stores supplied/services rendered/work done will be made through RTGS/NEFT & charges incurred for affecting such electronic transfers will be borne by the vendors. The details of present charges for NEFT/RTGS are as under:**

<b>NEFT:</b>	Up to Rs.1 lakh	– Rs.5/- per transaction
	Rs. 1 lakh and above	
<b>RTGS:</b>	& Upto Rs.5 lakh	– Rs.25/- per transaction
	Rs.5 lakh and above	-- Rs.50/- per transaction

To make payment through above said mode, the vendor/supplier/contracts have to submit the following information invariably:

- i. Name of the Beneficiary
- ii. Bank Account No. of the beneficiary
- iii. IFCS Code of the Bank/Branch.
- iv. Permanent Account Number (PAN)

**Failing which their quotation is liable to be rejected**

**16. Delay in the supplier's performance**

- 16.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the Schedule of Requirements and as incorporated in the contract.
- 16.2 Subject to the provision under GCC clause 20, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 16.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 16.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

16.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and /or any other expense related to such supply shall lie against the purchaser.

## 17. Liquidated damages

17.1 Subject to GCC clause 20, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, **without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.** Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 18.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 16.4 above shall also apply.

## 18. Termination for default

18.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 16.3 and 16.4.

18.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 18.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

18.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## 19. Termination for insolvency

19.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

## **20. Force Majeure**

- 20.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 20.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 20.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 20.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 20.6. **Fall Clause**

If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Director, AIIMS and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to :

(a) Export/deemed Export by the Contractor

(b) Sale of Goods as Original Equipment prices lower than the price charged  
for normal replacement.

(c) Sale of goods, such as drugs, which have expiry date.

(d) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

The Contractor shall furnish the following CERTIFICATE The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be up to the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract except for quantity of Stores categorised under sub clause (a), (b) and (c) of Sub-para (ii) above details of which are as follows:-

## **21. Revocation/ Cancellation of Rate Contract.**

Since the Rate Contract is standing offer and is merely a document embodying various terms of the standing offer made by the Contractor for acceptance by the Purchaser, either party namely, the R/C holder/the purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 45 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 45 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the Rate Contract by the Purchasers shall take effect 45 days from the date of issue of letter notifying the short-closure.

The notice-cum-cancellation of Rate Contract letter shall be given by , R/C holder giving detailed reasons.

## **22. Governing language**

28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

## **23. Notices**

23.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

23.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **24. Resolution of disputes**

24.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

24.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the

Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).

24.3 **Venue of Arbitration:** The venue of arbitration shall be New Delhi, India.

## 25. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## 26. **General/ Miscellaneous Clauses**

Genuine items, should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin, country of Shipment etc.

26.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

26.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

26.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.

26.4 Each member/constituent of the Supplier/its Indian Agent, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

26.5 The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

26.6 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

26.7 All claims regarding indemnity shall survive the termination or expiry of the contract.



## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

\*\*\*\*\*

#### **Part II: Required Delivery Schedule:**

- a) **For Indigenous goods or for imported goods if supplied from India or Good to be imported and supplied against payment in Indian Rupees:**

4-6 weeks from the date of place of order to deliver at consignee site. The date of delivery means delivery at consignee site (Bidders may quote earlier delivery period).

#### **Part VI: Required Terms of Delivery and Destination.**

- a) **For Domestic Goods Or of Foreign Origin Located Within India/Goods to be imported and offered against payment in Indian Rupees:**

The bidders are required to quote their rates for the indigenous Goods or for the imported to be supplied from India on **delivery at Consignee Site basis** – Specified in the List of Requirements. Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee warehouse.

## SECTION - VI

### SCHEDULE OF REQUIREMENTS

#### Part I

Schedule No.	Brief Description of Goods	Quantity	Consignee	Amount of Bid Security (in Rs.)
21-06/LM/ AKM/2015-16	Purchase of three part Haematology Cell Counter	As indicated in Technical specification (Section XIII)	As per Users requirement	Rs.10,000/-

#### Legend:

All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110 029  
INDIA.

**SECTION – VII**  
**TENDER FORM**

Date\_\_\_\_\_

To,

**The ‘Director’,  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi-110 029.**

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_.

I/We, the undersigned hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, payment terms, penalty etc. against above said No. \_\_\_\_\_, dated \_\_\_\_\_ (if any). We now offer to supply and deliver \_\_\_\_\_ (Description of goods) in conformity with your above referred document and separate price bid have been enclosed.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderer” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities/organization.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum, delivery, penalty etc if any.

**(Signature with date)**  
**(Name and designation) Duly authorised to sign tender for and on behalf of**

**SECTION – VIII PRICE SCHEDULE**

**A) PRICE SCHEDULE**

1	2	3	4			5
Schedule & Item No.	Brief Description of Goods	Ex - factory/ Ex - warehouse /Ex- showroom /Off - the shelf  (a)	Price Per Unit (Rs.)			MRP
			Excise Duty (if any) [%age & value]  (b)	Sales Tax/ VAT(if any) [%age & value]  (c)	Unit Price (at Consignee Site) basis  (d) =a+b+c	

- Note: -**
- The Bidder must quote price for “GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after including the custom duty as per Customs Tariff Act.

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

**SECTION – IX**  
**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b) fails or refuses to accept/execute the contract.
  - or
  - c) if it comes to notice that the information/ documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 1year from the date of opening of Technical Bid.

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(Signature of the authorised officer of the Bank)

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Name and designation of the officer

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Seal, name & address of the Bank and address of the Branch

**SECTION – X**  
**MANUFACTURER’S AUTHORISATION FORM**

To

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**The ‘Director’**  
**All India Institute of Medical Sciences**  
**Ansari Nagar,**  
**New Delhi-29**  
**India.**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) or his authorised sub-distributor to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) or his authorised sub-distributor is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per the General Conditions of Contract for the goods and offered for supply by the above firm against this TE document.

The manufacturer accepts responsibility for any lapses of their distributors/agent.

Yours faithfully,

---

[*Signature with date, name and designation*]

for and on behalf of Messrs \_\_\_\_\_

[*Name & address of the manufacturers*]

*Note: 1. This letter of authorisation 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 sent.*

**SECTION – XI**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

**The ‘Director’,  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi-29.**

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 bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, 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 your demanding the said debt from the supplier before presenting us with the demand.

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 shall be valid up to 30 months from the date of issues of Letter of Intent.

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

## SECTION – XII

### CHECKLIST

**Name of Bidder:**  
**Name of Manufacturer:**

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted item?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of <b>one year</b> from the date of opening of Techno Commercial bid?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			



SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you enclosed catalogue, leaflet, and brochure with full details of quoted items.			
7.	Have you submitted prices of goods, in the Price Schedule as per Section XI?(in the Price Bid separately sealed envelope)			
8.	Have you kept validity of their bid 9 months from the date of opening of Technical bid?			
9. a.	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9 b.	In case of Foreign Bidder, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty terms as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Have you submitted an affidavit that the firm has not been black listed in the past by any hospital/Organization?			
19.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (principal).			
20.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause).			
21.	Have submitted details asked in Annexure I, II & III attached with specifications.			

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If **any** column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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**(Signature with date)**

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**(Full name, designation & address of the person duly authorised sign on behalf of  
the Bidder)**

**For and on behalf of**

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**(Name, address and stamp of the tendering firm)**

## **SECTION –XIII**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**ANSARI NAGAR: NEW DELHI: 110 029**

**F. No. 21-06/LM/AKM/2015-16**

**Name of the Item: Three part Hematology Cell counter**

1. Should be fully Automated three part Haematology Analyzer providing at least 16 parameters including a 3 part differential.
2. The system should give a % count for Lymphocyte and granulocytes.
3. Throughput: System should be capable of processing samples at least 60 samples/hour.
4. The system should be based upon direct current detection method with coincidence correction or electrical impedance based or lysis based for differentiation of three part differential, RBC count and platelet counts
5. System should have auto cleaning mechanism for sample probe to avoid contamination.
6. The system should use non cyanide based reagents for Hb estimation with automatic blanking.
7. Must have floating threshold to separate overlapping of platelet & RBCs.
8. System should have possibility to perform automatic and manual mode of calibration.
9. Minimum sample volume required for analysis should be 10ul – 50ul
10. Should give various useful pathological flags for abnormal results
11. Precision must be as WBC< 2.5% , RBC< 2 % , PLT < 5 %
12. System should have bidirectional interfacing option available With LIS & HIS compatibility. Should have built in port to attach hand held bar code scanner
13. System should be user friendly with colour touch screen or keypad operation and should have option for inbuilt/ external printer as well as data inter facing.
14. System should be US FDA / CE certified. The manufacturing certificate of the model should be provided.
15. The Firm must have their own manufactured quality controls and calibrators
16. Online UPS with 60 min back up should be supplied with the instrument. .

17. System should have inbuilt memory to save minimum 1000 results with histogram and should have option to store data in external USB drive
18. The system should be equipped with shortest fluidics in order to minimize maintenance
19. Linearity :
  - i. WBC: 0.0 to 100000/ ul
  - ii. RBC: 0 to 7million/ul
  - iii. Hb : 0 to 26 g%
  - iv. Hct : 05 to 60 %
  - v. Platelet: 10000-1000000/ul
20. Reagent Consumption: The firm should mention each reagent consumption in ml as
  - i. Start Up cycle consumption (For each reagent used Such as Diluent, Lyse, Cleaner etc.)
  - ii. Shut-Down cycle consumption (For each reagent used Such as Diluent, Lyse, Cleaner etc.)
  - iii. Per sample cycle (For each reagent used Such as Diluent, Lyse, Cleaner etc.)
21. Warranty for 5 years & CMC price for next 5 years, which should include cost of labour spares, entire equipment.
22. The Firm should provide price for all the reagents and consumables required for next 5 years.
23. Overall reagent consumption will be taken into consideration while technical evaluation of instrument
24. Tender evaluation would be done taking into account the cost of the equipment, cost of calibrators and controls (control frequency 3 level control/ day) and cost of reagents for minimum 20000 tests per annum.

**Specifications are broad based and generalised and does not suit any particular firm.**



## (ANNEXURE-II)

The bidder are advice to fill prescribed Performa (**Serial 1 to 20**) & enclosed relevant documents **as per requirement & sequence of given performa**. Also, **should have mentioned page number with all required details of relevant document in the prescribed performa given below (ANNEXURE-II)**. If bidder do not fill the prescribed given Performa their offer shall be summarily rejected & no correspondence will be entertained.

1	2	3	4	5	6	7		
Tender Sr. No.	List of Sample Submitted as per Tender Sr. No as per annexure III <b>Page no.</b>	Firm is Manufacturer/ Accredited Agent/ Sole Distributor <b>Yes/No &amp; Page No.</b>	Firm is Proprietorship/ Partnership/Pvt. Ltd. <b>Page No.</b>	EMD DD/TDR/BG No. & Name of Bank	Sale tax (Vat) certificate registration, <b>Page no.</b>	Latest Sale Tax (Vat) clearance (copy of challan Vat paid) <b>Page No.</b>		
8	9	10	11	12	13	14	15	16
Fall Clause, ( this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary ) <b>Page No.</b>	Non Blacklisting declaration, ( this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary ) <b>Page No.</b>	No case pending against Firm ( this documents have to be submitted as affidavit on stamp paper of Rs. 10/- attested by notary ) <b>Page No.</b>	Section VII <b>Page No.</b>	Authorization letter from manufacturer (Name) <b>Page No.</b>	Responsibility taken by Manufacturer for any laps <b>Page No.</b>	Statement of Financial Standing from CA <b>Page No.</b>	Enclosed Annexure-I Statement <b>Page no.</b>	Enclosed Annexure-II Statement <b>Page no.</b>
17	18	19	20					
Manufacturing License for Drug Items of original manufacturer if required <b>Page No.</b>	Import license of Importer for imported Drug items <b>Page No.</b>	Import Registration Certificate of Importer for Imported Drug items issued by CDSCO, Ministry of Health & Family Welfare <b>Page No.</b>	Performance Certificate of Tenderer issued by Institutions/ Hospitals on their letter head. <b>Page No.</b>					

**NOTE : THE BIDDERS ARE REQUIRED TO SUBMITT ALL THE REQUISITE DOCUMENTS AS PRESCRIBED IN THE TERMS & CONDITIONS ALONGWITH THE TECHNICAL BID FAILING WHICH THEIR OFFER WILL SUMMARILY BE REJECTED.**

## (ANNEXURE-III)

The bidder are advised to submitted sample as per prescribed proforma given below items wise (ANNEXURE-III). In case bidder do not submit sample as per given proforma items wise their offers shall be summarily rejected.

Note : All Column are mandatory filled by the bidder otherwise their offers shall be summarily rejected.

1	2	3	4	5	6
Tender Sr. No.	Name of items	Brand name	Quality of items i.e ISI/CE/ISO/USFDA	Manufacturer Name	Quantity