

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.
TENDER DOCUMENT FOR CAMC OF ANAESTHESIA MACHINE AT
RAO TULA RAM MEMORIAL HOSPITAL

Tender ref. no. RTRMH/III/15/CT/51/12-13

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CHAPTER-I**PREAMBLE**

Rao Tula Ram Memorial Hospital is a 100 bedded multispecialty District Hospital situated in the Jaffarpur, South-West district of Delhi. It is a general secondary level hospital. Its main objective is to provide, promotive & curative health care services.

Rao Tula Ram Memorial Hospital (RTRMH) under Health & Family Welfare Department of Govt. of NCT of Delhi is the major provider of health care in the South-West part of Delhi and, therefore, is responsible for ensuring cost effective delivery of health services to the citizens. The Hospital intends to call for e-Tender for **“CAMC of Four Anaesthesia Machines”** for One year which may be further extended for the next One year from interested vendors.

The vendors interested in participating in e-tender should have registration on e-procurement portal of Delhi Govt. and class II b digital certificate/signatures. For registration on e-procurement site, vendors may contact e-procurement help desk at 6th Floor, C- Wing, Vikas Bhawan-II, (Near Metcalfe House), Civil Lines, Delhi-110054.

SCHEDULE OF TENDER

TENDER ID	2018_RTRMH_163476_1
TENDER PUBLISHING DATE	11/12/2018
EMD FEE (SEE CHAPTER –III, PARA-2)	RS. 6000/- (Rupees Six Thousand only)
FOR EXEMPTION OF EMD	ALLOWED (AS PER RULE SEE CHAPTER-III, PARA-2.2)
PRE BID MEETING DATE	AS per details at e-tender website (https://govtprocurement.delhi.gov.in)
VENUE OF PRE BID MEETING	Room No.36, RAO TULA Ram Memorial Hospital Jaffarpur, New Delhi-110073.
BID SUBMISSION START DATE	AS per details at e-tender website (https://govtprocurement.delhi.gov.in)
BID SUBMISSION END DATE	
PLACE FOR SUBMISSION OF DOCUMENT PHYSICAL FORM	PURCHASE SECTION, RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.
BID OPENING DATE(PRE-QUALIFICATION CUM TECHNICAL BID)	AS per details at e-tender website (https://govtprocurement.delhi.gov.in)
FINANCIAL BID OPENING DATE	TO BE NOTIFIED LATER AND CAN BE SEEN ON WEBSITE

Note: In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL
JAFFARPUR, NEW DELHI-110073(RTRMH)

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.

Special Instructions to the Bidders for the e-submission of the bids online through this tender site

1. Bidder should do the registration in the tender site <https://govtprocurement.delhi.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS / nCode.
2. Bidder then login to the site through giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be submitted in the Tender box of Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit document submitted physically to the Deptt. and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder must submit the bid documents by online mode through the site (<https://govtprocurement.delhi.gov.in>) and other documents like EMD, undertaking, etc. by manual mode to the TIA as indicated in the tender.
15. The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
16. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

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17. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
18. Each document to be uploaded through online for the tenders should be less than 2 MB in My Documents. If any single document is more than 2MB in My Documents, it can be scanned with lesser resolution and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast. **There is no restriction on the total size of the file that is uploaded for the Bid Document. The total size of the bid documents is based on the memory available in the local client and the internet bandwidth available at the time of uploading the bid document.**
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
20. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
21. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
22. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
23. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
24. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

**For any other queries, the bidders are asked to contact through
Toll Free No: 1800-233-7313 (Monday - Saturday, 09:30 AM to 06:00 PM)
Mail : [email-id: eproc.delhi@nic.in](mailto:eproc.delhi@nic.in)**

**Bidder Registration Documents may be submitted by vendors at
6th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House),
Civil Lines, Delhi-110054.**

GENERAL TERMS AND CONDITIONS (CONDITIONS OF THE CONTRACT)

The following terms and conditions may be read carefully and complied with before submitting the tender / response to the proposal. These Terms and conditions will not be modified except by a written addendum / corrigendum issued by the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 (RTRMH). No provision hereof shall be deemed waived until and unless such waiver is issued in writing and signed by Medical Superintendent. If any term and/or condition of this document are held invalid, the remaining document shall continue to be in full force and effect.

1. Bidder must assess business before participating in tender.
2. **Bidder should have registered office in Delhi and all bills are to be generated from that office.**
3. **Bidder should inspect the Anaesthesia Machines before participating in tender.** The bidder for inspection of the machine should take prior appointment with Mr. Rakesh kumar. The work site that is hospital can be visited in any working day during office hours by contacting Mr. Rakesh Kumar, D/A Repair & maintenance (Mobile No 7835064159).
4. Bidding firm should not be black-listed/debarred by any government institution in the last 3 years. Such tenders shall be rejected.
5. Forwarding letter should clearly indicate the list of enclosures.
6. Income tax and other taxes will be deducted as per Govt. guidelines.
7. If any information/documents furnished by Bidder are found to be incorrect/fake/forged, at any time, the proposal/contract will be terminated without any notice and the EMD/Security Deposit will be forfeited.
8. In case the bidder fails to commence/execute the work as stipulated in the tender document or in the event of non-commencement or unsatisfactory performance; or if there is a breach of any terms and condition of the contract, Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 reserves the right to withhold the payment and forfeit the security deposit.
9. In case of any violation of statutory provision under Labour law/Bio Medical Waste Rules or otherwise, by or on behalf of the bidder, there will not be any liability on Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.
10. Bidder will be abiding by all the terms & conditions of tender document.
11. No bidder or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further his business interest. Upon doing so, tender of the concerned bidder will be rejected without assigning any reason.
12. If any complaint of misbehaviour or mishandling of goods and services by bidder or its representative comes into the knowledge of the Medical Superintendent, all such responsibility shall lie on the bidder. He will be responsible to make good for the losses so suffered by the department.
13. The bidder/tenderer should provide warranty/Guaranty for the supplied articles to the hospital as per the rules.
14. **Exclusive right:-** Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110059 has the full and exclusive right to accept or reject any of the proposals without assigning any reasons.

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15. Every Successful bidder has to sign a contract document as given in [Annexure-VII](#) of the tender document on a Non Judicial Stamp Paper of Rs. 100/- (Rs. One Hundred).
16. **CORRIGENDUM IN RESPECT OF THIS TENDER, IF ANY, SHALL BE UPLOADED ONLY ON THE E-TENDER WEBSITE AND SHALL NOT BE ADVERTISED IN THE NEWSPAPERS. ALL THE PROSPECTIVE BIDDERS ARE ADVISED TO KEEP THEMSELVES UPDATED FOR SUCH CORRIGENDUM.**

SCHEDULE OF REQUIREMENTS

SPECIAL TERMS & CONDITIONS

1. VALIDITY OF TENDERS / TERMS OF CONTRACT/TENDER VALUE:

- 1.1** Unless earlier terminated as set forth herein, this contract is effective for the term of One (01) year. It can be further extended for a period of One (01) Year on mutual agreement basis of both the parties after expiry of validity of contract.
- 1.2** During entire period of contract no request for any increase in the rates on any account would be entertained and performance would be reviewed from time to time to ensure that it is up to the entire satisfaction of the Medical Superintendent, Rao Tula Ram Memorial Hospital.
- 1.3** The validity of the tender will be for a period of 120 days from the last date bid submission. However, the Medical Superintendent, RTRM has the right to extend the said period.
- 1.4** Tender Value: Approx. Rs. 3,00,000/-

2. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- 2.1** A **Fixed Deposit Receipt/Bank Guarantee** of Rs. 6000/-(Rupees Six Thousand only) must accompany the tender, from a Nationalized Bank/Commercial Bank, in the name of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073. As per NIT/RFP, Earnest Money deposit will remain valid for 45 days beyond the final bid validity period (minimum 165 days from last date of bid submission) . **Cheque / Postal order / Money Order / Cash payment will not be accepted.** A model format of Bank Guarantee for furnishing EMD is provided at [Annexure V](#).
- 2.2** However, firms which are registered with Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department are exempted from depositing the Earnest Money on production of the said registration. Registration proof should also be uploaded along with prequalification documents on given website of tender.
- 2.3** EMD is liable to be forfeited if the tenderer/bidder/dealer withdraws or impairs or derogates the bid in any respect within the period of validity of its tender.
- 2.4** Under no circumstances, interest on Security deposit would be payable by Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 administration.
- 2.5** The EMD of unsuccessful bidders shall be returned within 30 days after completion/award of tender process, EMD of the successful bidder shall only be returned after submission of Performance security. The EMD will be forfeited if the successful bidder fails to abide by the terms & condition in toto.

3. PERFORMANCE SECURITY DEPOSIT

3.1 In order to ensure due performance of the contract, a Performance Security shall be taken from the successful bidder (within 14 days of notification of award). Performance security shall be obtained from a successful bidder & same shall be of **10% of contract value**. Performance security shall be furnished in the form of **Fixed Deposit Receipt or Bank Guarantee** from a Nationalized/commercial bank in an acceptable form. Performance Security is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. A model format of Bank Guarantee for obtaining Performance Security is provided at [Annexure VI](#).

3.2 Security Deposit should remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations of the supplier/bidder/dealer.

3.3 FORFEITURE OF PERFORMANCE SECURITY

Performance security is to be forfeited and credited to the purchase organization in the event of failure to maintain CAMC during the contract period or a breach of contract by the supplier, in terms of the relevant contract.

3.4 REFUND OF PERFORMANCE SECURITY

Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

4. CONDITIONS FOR BIDDERS

4.1 The tender will be quoted only by the eligible vendors.

4.2 No Sub-authorization will be accepted for contract or for raising bills/collecting payments etc.

5. SCOPE OF WORK

5.1 The contract will be for Comprehensive Maintenance Service of Four (04) Anaesthesia Machines; details are mentioned in [annexure I](#). The firm should inspect the Anaesthesia Machines before bidding. Comprehensive Maintenance Service means that service provider will give free maintenance and if any part is required to be replaced, the same will have to be replaced under the contract terms and conditions and no extra charges will be paid by the department for any spare part.

5.2 During the CAMC Period, defect, if any in the Anaesthesia Machines shall be rectified by the company. On failure of the contractor to do so, the same will be completed by the Medical Superintendent, Rao Tula Ram Memorial Hospital at the risk and cost of the contractor.

5.3 All the repair/maintenance jobs shall be preferably attended "on site" only. If any Anaesthesia Machine covered under the contract is taken out of the premises of the Institute for repair, it shall be under full responsibility of the tenderer till the same is returned to the concerned department in satisfactory working condition. Anaesthesia Machines may be taken out only with the written permission of the concerned Head of the Department.

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- 5.3** Engineer/Technician shall visit at least once in every 3 months for inspecting the Anaesthesia Machines. A log book/register shall be maintained and service report should be submitted by the contractor to record the service rendered during each visit and countersigned by the Incharge Anaesthesia/authorized official of RTRM Hospital.
- 5.4** Any breakdown, if occurs, will be attended within 24 hours of information sent to the firm by hospital through any means of communication including telephone/email. The fault should be rectified on site within 7 days of reporting.
- 5.5** All the repairing jobs carried out by the contractor shall have a warranty period of minimum three months from the date of satisfactory completion of job.

6. TERMS OF PAYMENTS

- 6.1** The payment of the services will be made after completion of the each six months @ half of the annual rate quoted in the bid, on rendering satisfactory service during the contract period against the **pre-receipted bills in triplicate. The copy of log book/register duly verified by in-charge (as mentioned at [point 5.3](#) in Special terms and conditions under Chapter III) shall be submitted with bill.**
- 6.2** Tax at source will be deducted from the amount of bill as per prevailing I.T. Rules. The payment shall be made after deduction of any penalty as prescribed & imposed for breach / violation of any the provisions / terms and conditions of the tender and contract.
- 6.3** The payment of bills shall normally be arranged within 45 days from the presentation of the bill. However, the vendor shall make no claim from the Hospital in respect of interest or damage in case the payment is delayed for any reasons.
- 6.4** Final payment shall be released only after handing over all the Anaesthesia Machines in working condition.

7. FORCE MAJEURE: -

Any failure of omission or commission to carry out the provisions of the contract by the contractor shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricanes, nay pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts, strikes, riots, embargos or from any political or other reasons beyond the contractor control including war (whether declared or not), Civil war or state of insurrection, provided that notice of the occurrence by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.

8. ACCIDENT OR INJURY:-

The Medical Superintendent, Rao Tula Ram Memorial Hospital shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor.

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9. PENALTY CLAUSE:-

9.1 In the event work being found unsatisfactory/non-performance/malfunctioning of Anaesthesia Machines, deduction will be made at the rate of Rs 100 per day per Anaesthesia Machine for the days Anaesthesia Machines remains out of service, the same shall be deducted from his bill/Security Deposit etc.

9.2 If the performance of the contractor is not satisfactory and Anaesthesia Machines are not repaired within 7 days of receiving notice, then the Medical Superintendent, Rao Tula Ram Memorial Hospital shall be at liberty to terminate the contract and will have the right to forfeit Performance Security without assigning any reason and/or get the work executed through other means at the risk and cost of the contractor.

10. LAWS GOVERNING THE CONTRACT: -

10.1 This contract shall be governed by the laws of India.

10.2 The courts of Delhi shall only have jurisdictions to decide any dispute arising out of or in respect of the contract.

11. DISPUTES AND ARBITRATION:-

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to the Pr. Secretary (Health & Family Welfare, Law, Justice & Legislative Affairs), Govt. of NCT of Delhi or his nominee for arbitration whose decision shall be binding on the contracting parties.

12. Exit Clause:

On mutual agreement between MS, RTRMH and the successful bidder, the bidder may be allowed to exit the contract after giving advance notice for **“three months”**.

13. The Medical Superintendent/HOD reserves the right to terminate the contract without assigning any reason thereof and by giving **one Month's notice** to the Tenderer of his intention to do so and on expiry of the said period of notice, the contract shall come to an end without prejudice to any right or remedy that may occur to the other party by reason of any incident.

14. The tenderer shall be responsible for producing or submitting false certificate/s or concealing facts. In case any discrepancy is found, the Tenderer will be responsible for submitting the false certificates/documents and such act shall attract termination of the contract, forfeiture of Security Deposit and Black-listing of the firm.

MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL,
JAFFARPUR, NEW DELHI-110073

GUIDELINES FOR FILLING THE BIDS (Detailed information is available in bidder manual Kit on e-procurement web site (<https://govtprocurement.delhi.gov.in>))

The e-tender shall be submitted in 2 parts, viz.

(A) Pre-qualification cum Technical Bid.

(B) Price Bid (Financial Bid).

“A” PREQUALIFICATION CUM TECHNICAL BID (ESSENTIAL DOCUMENTS)

Before submitting, Bidders shall check & arrange in order the list of essential documents mentioned hereunder, failing which the tender shall not be considered.

Documents to be submitted in original in the Tender box provided in the Purchase section, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 on or before last date of Submission of the e-Tender: -

1. Bid Security (EMD) in form of F.D.R. (Fixed deposit receipt)/Bank Guarantee issued by Nationalized/Commercial Bank will remain valid for 45 days beyond the final bid validity period (minimum validity 165 days from last date of bid submission). ([Ref point 2 of Special terms and conditions](#)).

OR

Self attested valid exemption certificate for EMD

2. An undertaking on “Non-Judicial” Stamp paper of Rs. 100/- duly attested and stamped by Notary Public on prescribed Performa ([Annexure-III](#)).
3. An Under taking on Non-Judicial Stamp Paper of Rs. 10/- for No Criminal Liability of bidder and his personnel/manufacturer duly attested and stamped by Notary Public on prescribed Performa ([Annexure-IV](#)).
4. [Annexure –VIII](#) along with Check list of the tender document duly filled signed and stamped with photograph of the bidder.

The bidders have to submit Scanned documents in the Pre-qualification bids on the web site of e-procurement portal of Delhi Govt.

1. EMD or Valid exemption certificate for EMD ([refer point 2 in chapter III](#))
2. GST Registration.
3. PAN Card of the Firm/Individual quoting tender.
4. Latest Income Tax Return for the financial year 2017-18 submitted to the income tax department.
5. [Annexure-III](#)
6. [Annexure-IV](#)
7. [Annexure –VIII](#) along with Check list
8. In case of partnership, the self attested copy of authorization to sign the tender document should be submitted by the other partner/partners.

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9. In case of partnership, self attested partnership deed.
10. Authorization from proprietor / owner to sign the tender documents in case the owner/proprietor is not signing the tender document.

“B” **COMMERCIAL BID (Price Bid)** :- It shall be submitted in the format as per Annexure-II

CHAPTER V
(ANNEXURES & SPECIAL INSTRUCTIONS FOR BIDDERS)

Annexure-I

List of Anaesthesia Machines requiring comprehensive annual maintenance contract (CAMC)-
including spare parts and labour

S.N.	Make and Modal	Quantity	Year of Purchase	Name of user department
1.	Usha Drager Ltd Pediur “C” Serial No: 0-98-1270	One	1999	Main OT
2.	Usha Drager Ltd Pediur “C” Serial No: 0-98-1271	One	2000	Gynae OT
3.	Usha Drager Ltd Pediur “C” Serial No: 0-98-1458	One	2000	Emergency OT
4.	ESAB India Ltd ESAB Mediline Classic Dura	One	2004	Gynae OT

PRICE BID

[IN INDIAN CURRENCY ONLY]

1. Name of Deptt. Issuing NIT: Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073
2. Tender ID No:-.....
3. Name of the Bidding firm: -

S.N.	Make and Modal	Quantity	Year of Purchase	Name of user department	CAMC Rate per unit in INR (excluding taxes)	
					In Figure	In Word
1.	Usha Drager Ltd Pedius "C" Serial No: 0-98-1270	One	1999	Main OT		
2.	Usha Drager Ltd Pedius "C" Serial No: 0-98-1271	One	2000	Gynae OT		
3.	Usha Drager Ltd Pedius "C" Serial No: 0-98-1458	One	2000	Emergency OT		
4.	ESAB India Ltd ESAB Mediline Classic Dura	One	2004	Gynae OT		

Date:

Signature of bidder

Name of bidder

Name of firm with seal of the firm

N.B:-

- i) Taxes as applicable will be paid extra.
- ii) The columns shall be clearly filled in ink legibly or typed.
- iii) The quoted rate shall be firm and final and no revision shall be allowed during the contract period on any grounds.
- iv) No Column should be left blanks which would be otherwise made the tender liable for rejection.
- v) Price bid should not be uploaded with pre-qualification bid documents otherwise made the tender liable for rejection. It should be uploaded with price bid only.
- Vi) The quotations in words will prevail upon quotation in numbers if discrepancy is found between the two columns.
- vii) **L1 will be decided for each individual machine on the basis of lowest rate quoted.**
- Vii) In case where L1 is more than one, the finalization of contract will be decided by lottery in the presence of concerned bidders.

NOTE: - **The price bid must be uploaded in PDF format only**

UNDERTAKING

(To be executed on Rs 100/- Non Judicial Stamp Paper)

Name of the Bidder:

Tender ID No :

Tender Due date :

To

The Medical Superintendent
RAO TULA RAM MEMORIAL HOSPITAL,
JAFFARPUR, NEW DELHI-110073

Sir,

1. I/We certify that I/We have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the contents of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. **The rate quoted by me/us are valid and binding on me/us for acceptance for a period of 01 year or till the finalization of next tender, whichever is earlier from the date of issue of the rate contract. However, I/we undertake to agree that it can be further extended for a period of 01 year on mutual agreement basis of both the parties after expiry of validity of contract.**
2. I/We undersigned hereby bind myself /ourselves to Lt. Governor Delhi to supply the various items for RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073, or on behalf of the President of India during the period of 01 year or till the finalization of next tender, whichever is earlier from the date of issue of the rate contract commencing from the date of finalisation.
3. The articles shall be of the best quality of BIS Specification. The decision of the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 (Herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. Performance Security deposited by me viz. 10% of the contract value in the form of FDR/Bank Guarantee in the name of the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi, as attached herewith and shall remain in the custody of the Medical Superintendent till the validity of the tender.
5. If the authorised officer of the Institution deems it necessary to change any article on being found of inferior quality, it shall be replaced by me free of cost in time to prevent inconvenience.
6. If I/We fail to repair and maintain the Anaesthesia Machines in stipulated time period and confirming to the approved quality, the competent authority has full power to penalise and/ or forfeit the Security. The cost of repair done by other sources may be recovered from me/us.
7. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

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8. I/We undertake that the rate quoted by me when approved and selected by the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 will be valid for 01 year (from finalisation of rate contract), or till the finalisation of new tender, whichever is earlier.
10. I/We undertake to submit an Affidavit that no CBI inquiry/criminal proceeding/Black Listing is pending or going against the manufacturer/bidder firm is also enclosed.
11. I/We undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
12. I/We undertake that it is my/our responsibility to provide warranty/Guaranty for the supplied articles to the hospital stores as per rules.

Affirmation

I/We..... S/o,D/opledge and solemnly affirm that I am the manufacturer/proprietor/ partner/ authorized signatory of M/s and affirm that information submitted by me along with the tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything comes to the notice of purchaser during the validity of tender period Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 will have full authority as he deems fit, which may amount to rejection of tender without assigning any reason.

Place.....

Date.....

Signature of Bidder

(Name of Bidder)

Rubber Stamp of Bidder

NO CRIMINAL LIABILITY UNDERTAKING ON RS. 10/- AFFIDAVIT

I/We.....D/o,S/o.....Resident of
(Address)..... do solemnly pledge and affirm :-

1 That I am the manufacturer/proprietor/partner/authorised signatory of

M/s

.....

.....

2. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against the firm/me/manufacturer.

**Signature of the Bidder
(Name of Bidder)**

Rubber Stamp of Bidder

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
(Ref. Section III Para 2)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of
..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE
..... of 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 of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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 or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and designation of the officer
.....

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

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(Ref. Section III Para 3)

To
The President of India

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 recognized 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 resenting 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 until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

CONTRACT FORM

(to be executed by successful bidder only, in Rs. 100 Non Judicial stamp paper)

AGREEMENT

This agreement made at Delhi this day of, between The Medical superintendent RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073, on behalf of and in the name of the President of India, hereinafter referred to as '**Purchaser**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns on the one part.

AND M/s.having its office atacting through its(hereinafter referred to as the **Supplier** which expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part. WHEREAS the Purchaser invited Rate Contract offer for..... on the terms and conditions envisaged in the terms schedule issued with the Rate Contract Offer Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Tender Document, while submitting his offer. The supplier has agreed to supply of quality materials and equipments on consignment basis on the terms and conditions of this agreement to the Purchaser.

AND WHEREAS the Purchaser accepted the offer submitted by the supplier vide its letter of acceptance no..... datedin consideration of the mutual consent and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the RCO and the following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the Rate Contract Document
- b) The tender document
- c) The letter of acceptance dated
- d) The offer submitted by the supplier.
- e) The rates mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Medical superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 Purchaser shall be final.

For Supplier
.....

Medical superintendent
Rao Tula Ram Memorial Hospital,
Jaffarpur, New Delhi-110073
Signature with Office Seal

BIDDER DETAILS

Tender ID No:

Due on :

Affix duly attested
passport size
recent
photograph of the
authorized person

S.No	Description	Details
1	Name of the Bidding Firm	
2	Address of the Bidding Firm	
3	E-mail	
4	PAN card Number:	
5	GST Registration No.	
6	EMD Type & No.	
7	Amount of EMD	
8	EMD Valid up to(Date)	
9	Name of issuing bank & Branch of EMD	

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Date:

(Signature of the bidder)

Place:

Name and Address

(With seal)

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.

Tender ID No:

Check-list for document**Physical form(Hard Copy) documents****To be Submitted in Original Copy along with Annexure-VIII**

S. No	Document	Yes/No
1	Bid Security (EMD) in form of F.D.R.(Fixed deposit receipt)/Bank Guarantee/issued by Nationalized/Commercial Bank or Valid Exemption Certificate of EMD (Ref point 2 of Special conditions).	
2	An undertaking on "Non-Judicial" Stamp paper of Rs. 100/- duly attested and stamped by Notary Public on prescribed Performa (Annexure-III)	
3	Under taking on Non-Judicial Stamp Paper of Rs. 10/- for No Criminal Liability of bidder and his personnel/manufacturer duly attested and stamped by Notary Public on prescribed Performa (Annexure-IV).	
4	Annexure –VIII along with check list of the tender document duly filled signed and stamped with photograph of the bidder.	

Check-list for uploading Scanned documents

S.No	Document	Yes/No
1	EMD or Valid exemption certificate for EMD	
2	GST Registration	
3	PAN Card of the Firm/Individual quoting tender.	
4	Latest Income Tax Return for the financial year submitted to the income tax department. (2017-18).	
5	Annexure III	
6	Annexure IV	
7	Annexure VIII along with Check list	
8	In case of partnership, the self attested copy of authorization to sign the tender document should be submitted by the other partner/partners	
9	In case of partnership, self attested partnership deed	
10	Authorization from proprietor / owner to sign the tender documents in case the owner/proprietor is not signing the tender document.	

Date:**Signature of bidder.....****Name of Bidder.....****Name of the firm with seal of firm.....**