



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खण्डन / DISCLAIMER

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोलीदाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्की प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित किया गया हो।

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 07712971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: store@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में “Hi-End Surgical Microscope” दंत चिकित्सा विभाग के लिये आपूर्ति एवं स्थापना हेतु वैश्विक निविदा आमंत्रण सूचना

GLOBALTENDER ENQUIRY

For

Supply and installation of “Hi-End Surgical Microscope” for Department of Dentistry,

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	10-05-2025 at 18:00 Hrs.
Bid Document Download / Sale Start Date	10-05-2025 at 10:00 Hrs.
Pre bid meeting	16-05-2025 at 15:00 Hrs.
Bid Submission Start Date	23-05-2025 at 10:00 Hrs.
Bid Submission End Date	07-06-2025 at 15:00 Hrs.
Bid Opening Date	09-06-2025 at 15:30 Hrs.

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 07712971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: store@aiimsraipur.edu.in

Sections	Topic
Section I	Notice inviting e-Tender (e-NIT)
Section II	General Instructions to Tenderers (GIT)
Section III	Special Instructions to Tenderers (SIT)
Section IV	General Conditions of Contract (GCC)
Section V)	Special Conditions of Contract (SCC)
Section VI	List of Requirements
Section VII	Technical Specifications
Section VIII	Quality Control Requirements
Section IX	Qualification Criteria
Section X	Tender Form
Section XI	Price Schedules
Section XII	Questionnaire
Section XIII	Bank Guarantee Form for EMD
Section XIV	Manufacturer's Authorisation Form
Section XV	Bank Guarantee Form for Performance Security /CMC Security
Section XVI)	Contract Form (A & B)
Section XVII	Proforma of Consignee Receipt Certificate
Section XVIII	Proforma of Final Acceptance Certificate by the Consignee
Section XIX	Consignee List
Appendix A	Public Procurement (Preference to Make in India), Order 2017

SECTION-I

NOTICE INVITING e-TENDER (e-NIT)

TenderEnquiryNo.:AIIMS/R/CS/Dent./2022/380/GTE

ALL INDIA INSTITUTE OF MEDICAL SCIENCE RAIPUR for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites tenders, from eligible and qualified tenderers for supply & installation of Microplate Multimode Reader for Department of Dentistry AIIMS Raipur

Sl. No.	Tender ID	Name of the Item	Qty.	Unit	EMD Amount
1	AIIMS/R/CS/DENT/2022/380/GTE	Hi-End Surgical Microscope	01	Set	Rs.4,18,900.00

SPECIFIC Instructions for e-Tender Participation:-

1. Bidders have to submit Original Bank Instruments for EMD or proof of EMD exemption as per GIT clause 19.2 (if applicable) within the above mentioned date and time.
2. ***Interested bidders are advised to download the complete Tender Enquiry document from the website www.eprocure.gov.in/cppp for complete details***
3. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through CPPP website: <https://etenders.gov.in/eprocure/app> only.
4. ***The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.***
5. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the CPPP website and are requested to read them carefully before proceeding for bidding.
6. ***Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.***
7. The tenderers shall submit Tender EMD in physical form at the scheduled time and venue.
8. The bidders shall submit the required EMD (in form of Demand Draft/FDR/BG) in physical form in favour of "AIIMS RAIPUR" at the scheduled time and venue.
9. All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 8 above.
10. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/representations will be entertained after pre-bid meeting.
11. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
12. Bidders shall ensure that their bids complete in all respects, are submitted online through CPPP e-portal (<https://etenders.gov.in/eprocure/app>) ONLY. No DEVIATION is acceptable.
13. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submissions shall be entertained in the last week of bid submission.
14. **IMPORTANT NOTE :-** Tender EMD (as applicable) should be deposited within the scheduled date & time in the Tender Box located at: Store Office, Gate No. 05, MEDICAL College Building, AIIMS RAIPUR, Tatibandh, G.E. Road, Raipur - 492099 (CG),

Tele: 0771- 2577279, 07712971307 Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: store@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
Tele: 0771- 2971307, e-mail: store@aiimsraipur.edu.in

SECTION-II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)CONTENTS

Sl.No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	7,8
2	Introduction	9
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Eligible Goods and Services	9
7	Tendering Expense	9
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	10
9	Amendments to Tender Enquiry Documents	10
10	Clarification of Tender Enquiry Documents	10
C	PREPARATION OF TENDERS	
11	Documents comprising the Tender	11
12	Tender Currencies	12
13	Tender Prices	13
14	Indian Agent	15
15	Firm Price	15
16	Alternative Tenders	15
17	Documents Establishing Tenderer's Eligibility and Qualifications	16
18	Documents Establishing Good's Conformity to Tender Enquiry Document	16
19	Earnest Money Deposit (EMD)	16
20	Tender Validity	17
21	Digital Signing of Tender	17
D	SUBMISSION OF TENDERS	
22	Submission of Tenders	17
23	Late Tender	18
24	Alteration and Withdrawal of Tender	18
E	TENDER OPENING	
25	Opening of Tenders	18
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	19
27	Scrutiny of Tenders	19
28	Minor Infirmary/Irregularity/Non-Conformity	20

TenderEnquiryNo.:AIIMS/R/CS/DENT/2022/380

29	Discrepancyin Prices	20
Sl.No.	Topic	Page No.
30	Discrepancybetween original andcopies of Tender	20
31	QualificationCriteria	20
32	Conversion of TenderCurrenciestoIndianRupees	20
33	Schedule-wiseEvaluation	21
34	Comparison ofTenders	21
35	Additional Factors and Parameters for Evaluation and Ranking ofResponsiveTenders	21
36	Tenderer'scapabilitytoperformthecontract	22
37	Contacting the Purchaser	22
G	AWARDOFCONTRACT	
38	Purchaser'sRighttoAccept anyTenderandtoRejectanyorAllTenders	22
39	AwardCriteria	22
40	Variation ofQuantitiesat theTime ofAward	22
41	NotificationofAward	22
42	Issue ofContract	23
43	Non-receipt ofPerformanceSecurityandContractbythePurchaser/Consignee	23
44	Return ofEMD	23
45	Publicationof Tender Result	23
46	Corrupt or FraudulentPractices	23

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) **“e-Tender”** means Bids/Quotation/Tender received from a Firm/Tenderer/Bidder online.
- (iii) **“Tenderer”** means Bidder/the Individual or Firms submitting Bids/Quotation/ e-Tenders.
- (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) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) **“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.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person 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.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) **“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.
- (xiii) **“Day”** means calendar day.
- (xiv) **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) “TEDocument”meansTenderEnquiryDocument
- (ii) “NIT”meansNoticeInvitingTenders.
- (iii) “GIT”meansGeneralInstructionstoTenderers
- (iv) “SIT”meansSpecialInstructionstoTenderers
- (v) “GCC”meansGeneralConditionsofContract
- (vi) “SCC”meansSpecialConditionsofContract
- (vii) “DGS&D”meansDirectorateGeneralofSuppliesandDisposals
- (viii) “NSIC”meansNationalSmallIndustriesCorporation
- (ix) “PSU”meansPublicSectorUndertaking
- (x) “CPSU”meansCentralPublicSectorUndertaking
- (xi) “LSI”means Large ScaleIndustry
- (xii) “SSI”means SmallScaleIndustry
- (xiii) “LC”meansLetterofCredit
- (xiv) “DP”meansDeliveryPeriod
- (xv) “BG”means BankGuarantee
- (xvi) “CD”meansCustomDuty
- (xvii) “RR”meansRailwayReceipt
- (xviii) “BL”meansBillofLading
- (xix) “FOB”meansFreeonBoard
- (xx) “FCA” meansFreeCarrier
- (xxi) “FOR”meansFree On Rail
- (xxii) “CIF”means Cost,InsuranceandFreight
- (xxiii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination.Additionally the Insurance (local transportation and storage) would be extended and borneby the Supplier from ware house to the consignee site for a period including 3 monthsbeyonddateofdelivery.
- (xxiv) “DDP”meansDeliveryDutyPaidnamedplaceofdestination(consigneesite)
- (xxv) “INCOTERMS” meansInternationalCommercialTermsasonthedateofTenderOpening
- (xxvi) ”MOH&FW”meansMinistryofHealth&FamilyWelfare, GovernmentofIndia
- (xxvii) “Dte.GHS”meansDirectorateGeneralandHealthServices,MOH&FW.
- (xxviii) “CMC”meansComprehensivemaintenanceContract(labour,spareand preventivemaintenance)
- (xxix) “RT”meansRe-Tender.
- (xxx) “GST”means GoodsandServices Tax
- (xxxi) GMSDmeansGovernmentMedical StoreDepot

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II -“General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers 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 tenderers 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 the tender and submitting the same to the purchaser, the tenderer 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 tenders submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer 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 tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tenders submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translation shall prevail.

5. Eligible Tenderers

- 5.1 This invitation for tenders 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 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 supplied.

7. Tendering Expense

- 7.1 The tenderers shall be at all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc, regardless of the conductor 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 to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
 - Section IV – General Conditions of Contract (GCC)
 - Section V – Special Conditions of Contract (SCC)
 - Section VI – List of Requirements
 - Section VII – Technical Specifications
 - Section VIII – Quality Control Requirements
 - Section IX – Qualification Criteria
 - Section X – Tender Form
 - Section XI – Price Schedules
 - Section XII – Questionnaire
 - Section XIII – Bank Guarantee Form for EMD
 - Section XIV – Manufacturer’s Authorisation Form
 - Section XV – Bank Guarantee Form for Performance Security/CMC Security
 - Section XVI – Contract Forms A & B
 - Section XVII – Proforma of Consignee Receipt Certificate
 - Section XVIII – Proforma of Final Acceptance Certificate by the consignee
 - Section XIX – Consignee List
 - Appendix A – DIPP-Public Procurement (Preference to Make in India), Order 2017
- 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 format to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine 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 it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such a amendment will be notified only in the website(s) <http://aiimsraipur.edu.in/tenders> or www.eprcure.gov.in/cppp. **All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the Tenders.**
- 9.3 In order to provide reasonable time to the prospective tenderers 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 tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to store@aiimsraipur.edu.in. The purchaser will respond to such request provided the same is received by the purchaser **two day prior to the pre-bid meeting. Any queries/representations received later shall not be taken into cognizance.**

C. PREPARATION OF e-TENDERS

11. Documents comprising the e-Tender

11.1 The tender(s) shall only be submitted online as mentioned below:

- (i) Technical Bid (Consisting of Techno-Commercial bids provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be submitted. Bidders have to ensure that the documents uploaded in PDF format are legible.
- (ii) Price Bid has to be submitted as per BOQ format filled up with all the details including Make, Model etc. of the goods offered.

Note:

- (i) The Tender EMD has to be submitted in physical form as per Section-I, Notice Inviting Tender of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *CPPPP Portal* for uploading the Techno-Commercial Bid.

A) Detail of Technical Tender (Unpriced Tender)

Bidders shall furnish the following information along with technical tender (in PDF format except point i):

- i) Techno-Commercial Bid in PDF format provided with the tender enquiry.
- ii) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturers shall furnish Manufacturer's Authorisation Form.
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/uploading the tender(s).
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation / a Declaration in case the firm is being a proprietary one / Documents confirming to Partnership in the country of origin as the case may be.
- xi) Self-Attested copies of GST registration certificate and PAN Card.***
- xii) Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. USFDA/CE/BIS Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.

- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India).
- xix) Copies of original product catalogues/data sheet must be enclosed of all quoted items.
- xx) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- xxi) The bidder/Manufacturer should submit details of registered office/registered service centre along with the contact details across India in the following regions i.e. East, West, North & South.
- xxii) Documentary evidence for class-I bidder as per Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.

B) Price Tender:

Price Schedule(s) as per BOQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Price bid format is provided under Section XI along with this Tender Enquiry Document. Bidders are advised to download this Price Bid as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tampered/modified in any manner, tenders shall be liable to be rejected.

Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
 - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
 - (iii) The bidders have to follow the steps listed in *CPPP Portal* for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.
- 12. Tender Currencies**
- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to

be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

- 12.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.
- 12.4 A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid

13. Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 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, 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, Custom Duty and/or GST 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 taxes and duties including Custom duty and/or GST, 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), Loading & Unloading etc. would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
 - f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCI port of shipment, as indicated in the List of Requirements and Price Schedule;
 - b) Price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
 - c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;

- e) ThepricesofSiteModificationWork(ifany),asmentionedinListofRequirements, TechnicalSpecification and Price Scheduleand
- f) The price ofannual CMC, as mentioned in List ofRequirements, Technical SpecificationandPriceSchedule.

13.5 Additionalinformation andinstruction onDutiesandTaxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must bespecifically stated. In the absence of any such stipulation the price will be taken inclusive of suchtaxesandnoclaimfor thesame willbeentertainedlater.

13.5.2 LocalDuties&Taxes, if anyapplicable:

Normally, goods to be supplied to government departments against government contracts areexempted 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

theirregulationsallowsuchexemptionsonlyonproductionofcertificatetothiseffectfromtheconcerne d government department. Keeping this in view, the supplier shall ensure that the storesto be supplied by the supplier against the contract placed by the purchaser are exempted fromlevy of any such duty or tax and, wherever necessary, obtain the exemption certificate from thepurchaser. The purchaser should issue the certificate to the supplier within 21 days from the dateofreceiptofrequestfromthe supplier.

However,ifa local body still insistsupon paymentofsuch local duties and taxes,the sameshouldbepaidbythesuppliertothelocalbodytoavoiddelayinsuppliesandpossibledemurrage charges and obtain a receipt for the same. The supplier should forward the receiptobtained for such payment to the purchaser to enable the purchaser reimburse the supplier andtakeothernecessaryactioninthe matter.

13.5.3 Customs Duty:

The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission ofdocumentary evidence.

13.5.4 GoodsandServicesTax(GST):

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goodsand Services Tax applicable should be shown separately. The Goods and Services Tax will bepaid as per the rate at which it is liable to be assessed or has actually been assessed providedthe transaction is legally liable to Goods and Services Tax and is payable as per the terms ofthe contract. If any refund of Tax is received at a later date, the Supplier must return theamountforth-withtothe purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutorytaxes like GST,Custom Duty,or fresh imposition oftaxes which may beleaved in respectofthe goods and services specified in the contract, reimbursement of these statutory variationshall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit,however, cannot be availed by the supplier in case the period of delivery is extended due tounexcuseddelay by thesupplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease inprice on account of reduction in or remission of customs duty and/or GST or any other duty ortax or levy or on account of any other grounds. In case of downward revision in taxes/duties,the actual quantum of reduction of excise duty must be reimbursed to the purchaser by thesupplier. All such adjustments shall include all reliefs, exemptions, rebates, and concession etc. ifany obtainedbythesupplier.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporatedunderGCCClause10shallbe followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11shallbe followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP,DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulationsprescribed in the current edition of INCOTERMS, published by the International

Chamber of Commerce, Paris

- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will noway restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (e.g. DGS&D).
 - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - c) The details of the services to be rendered by the agent for the subject requirement.
 - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
 - e) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
 - f) Principal's/Manufacturer's original Proforma Invoice with the price bid

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17. Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer 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.
- 17.2 The documentary evidence needed to establish the tenderer's qualification shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier 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.

18. Documents establishing good's Conformity to TE document.

- 18.1 The tenderer 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 conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer 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.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer 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.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are recurrently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
- a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods/items to be supplied as per Tender.
 - b. **Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME**
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 19.4 The demand draft or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "" payable at RAIPUR. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno- Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' 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 tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if he tenderer 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/document s furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights

of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to the right of the Purchaser if it fails to furnish the required performance security within the specified period.

- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.
- 19.9 Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary:

Details: Bank of India Raipur

IFSC Code: BKID0009363

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the TED document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers 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/ telex/cable followed by surface mail. The tenderers, 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 tenderer, who may not agree to extend its tender validity after the expiry of the original validity period, the EMD furnished by them shall not be forfeited.
- 20.3 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.

21. Digital Signing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tenders shall be submitted online only.

(i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid:

- a) Scanned copies of tender EMD
- b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- c) Tender Form as per Section X
- d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
- e) Declaration regarding Fall Clause and Deregistration, debarment from many Govt Dept/ Agencies
- f) Copy of PAN and GST.
- g) Certificate of Incorporation or a Declaration in case the firm is being a proprietary firm.
- h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till March 2021, in pdf format.
- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory

performance certificate as per section IX.

- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1(i) & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.
- p) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.
- q) Documentary evidence for class-I bidder as per Public Procurement (preference to Make-in - India) order 2017 dated 04.06.2020 and its subsequent amendment thereof.

(ii) PRICE BID (ONLY ONLINE):

- a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.
 - b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
 - c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospital should be uploaded in pdf form for reasonability of the offered price.
 - d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
 - e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote a new model or upgraded version of an earlier model, they may mention the same in their tender.
- 22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender EMD within its scheduled date & time.

23. Late Tender:

- 23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender EMD in original are not submitted within the scheduled time, the tenders shall be declared as late tender and online tenders shall not be opened and shall be ignored.

24. Alteration and Withdrawal of Tender

- 24.1 The bidder is permitted to change, edit or withdraw its bid on or before the end date & time of bid opening.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT.

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

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time, may attend

the tender opening provided they bring with them letters of authority from the corresponding tenderers. 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 tenderers' names and addresses.

- 25.3 This being a Two-Tenders system, 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. 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.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 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 tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Scrutiny of Tenders

- 27.1 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 and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 Deleted
- 27.4 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.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
 - (ii) Required EMD (Amount, validity etc.) or its exemption documents have not been provided.
 - (iii) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (iv) Tenderer has not agreed to give the required 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.
 - (v) Poor/unsatisfactory past performance.
 - (vi) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (vii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/BOQ for the quoted schedule.
 - (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law etc.
 - (x) A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along

withtheirtechno-commercialbid.

- (xi) *The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.*

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality 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 tenders. Wherever necessary, the purchaser will convey its observation on such „minor“ issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer 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.

29. Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, 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 tenderer 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.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotal shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to subclause 29.1 and 29.2 above.
- 29.4 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 tenderer by registered /speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 Not applicable being e-Tender.

31. Qualification Criteria

- 31.1 Bids which do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

Note:- Definition of Start-up (only for the purpose of Government schemes)

(Ref: [Ministry of Finance Office Memorandum No.F.20/2/2014-PPD\(Pt.\) dated 25th July 2016.](#))

32. Conversion of tender currencies to Indian Rupees

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of Price Tender opening.

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

34. Comparison of Tenders

35. Rate wise comparison of the quotes will be made and L1* for each item will be determined accordingly. In this context, final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director shall be final.

L1 firm will be decided on the basis of total price of item for (including all taxes & duty) Warranty 05 Year + CMC 05 year.

36. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 36.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

- 36.2 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.

- 36.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small Enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: — Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder does not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

- 36.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No.P-45021/2/2017-PP(BE-II) dated 29.05.2019. The purchaser reserves

the right to give preference to the local supplier. A copy of this order is enclosed at **Appendix-A** which will form a part of this TED for evaluation and ranking of bids.

37. Tenderer's capability to perform the contract

37.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

38. Contacting the Purchaser

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

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

G. AWARD OF CONTRACT

39. Purchaser's Right to accept any tender and to reject any or all tenders

39.1 The purchaser reserves the right to accept in part or in 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 tenderer or tenderers.

40. Award Criteria

40.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

41. Variation of Quantities at the Time of Award/Currency of Contract

41.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

41.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

42. Notification of Award

42.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (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 tenderer must furnish to the purchaser the required performance security within twenty one 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 IV.

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

43. Issue of Contract

43.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as

perSection XVI) duly completed and signed, in duplicate, to the successful tenderer by registered /speedpost.

- 43.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered/speedpost. The successful tenderers should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

- 43.3 The Purchaser/Consignee reserves the right to issue the Notifications of Award consignee wise.

44. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee

- 44.1 Failure of the successful tenderer in providing performance security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC—Termination of default.

45. Return of EMD

- 45.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

46. Publication of Tender Result

- 46.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/website of the purchaser.

47. Corrupt or Fraudulent Practices

- 47.1 It is required by all concerned namely the Consignee/Tenderers/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 anything 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 Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefit of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer 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

SPECIALINSTRUCTIONSTOTENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1to7	Preamble	NoChange	-
B	8to10	TEdocuments	NoChange	-
C	11to21	PreparationofTenders	NoChange	-
D	22to24	Submissionof Tenders	Change	below
E	25	Tender Opening	NoChange	-
F	26to37	Scrutinyand EvaluationofTenders	NoChange	-
G	38to45	AwardofContract	NoChange	-

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

AWARDOFCONTRACT

- (i) The quantities in this tender (including additional quantities against the clause “Variation of Quantities at the Time of Award/ Currency of Contract”) can be used by both AIIMS RAIPUR as well as its parent company AIIMS RAIPUR.

SECTION -IV**GENERALCONDITIONSOECONTRACT(GCC)****TABLEOFCLAUSES**

Sl.No.	Topic	Page No.
1	Application	26
2	Useofcontractdocumentsandinformation	26
3	PatentRights	26
4	CountryofOrigin	26
5	PerformanceSecurity	26
6	TechnicalSpecificationsandStandards	27
7	PackingandMarking	27
8	Inspection,TestingandQualityControl	27
9	TermsofDelivery	28
10	Transportation ofGoods	28
11	Insurance	29
12	Spareparts	29
13	Incidentalservices	29
14	DistributionofDispatchDocumentsforClearance/Receipt ofGoods	30
15	Warranty	30
16	Assignment	31
17	SubContracts	32
18	Modificationof contract	32
19	Prices	32
20	Taxes andDuties	32
21	Terms andmodeofPayment	32
22	Delivery	34
23	LiquidatedDamages	35
24	Terminationfordefault	36
25	Terminationfor insolvency	36
26	Force Majeure	36
27	Terminationforconvenience	36
28	Governing language	37
29	Notices	37
30	Resolutionofdisputes	37
31	ApplicableLaw	37
32	Withholding and Lien	37
33	General/MiscellaneousClauses	38

1. Application

- 1.1 The GeneralConditionsofContractincorporatedinthissectionshallbeapplicableforthispurchase to the extent the same are not superseded by the Special Conditions of Contractprescribed under Section V, List of requirements under Section VI and Technical SpecificationunderSectionVIIofthisdocument.

2. Useof contractdocumentsandinformation

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or anyprovision thereof including any specification, drawing, sample or any information furnished by oron behalfof the purchaserin connection therewith,to any person otherthan 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 onlyso faras necessaryforthe purposes ofsuch performanceforthiscontract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of anydocument or information mentioned in GCC sub-clause 2.1 above except for the sole purpose ofperformingthiscontract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCCsub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser,allcopiesofallsuchdocumentsshallbereturnedtothepurchaseroncompletionofthesupplier'sperformanceandobligationsunderthiscontract.

3. PatentRights

- 3.1 The supplier shall,at all times,indemnify and keep indemnified the purchaser, free ofcost,against all claims which may arise in respect of goods & services to be provided by the supplierunder the contract for infringement of any intellectual property rights or any other right protectedby patent, registration of designs or trademarks. In the event of any such claim in respect ofalleged breach of patent, registered designs, trademarks etc. being made against the purchaser,the purchaser shall notify the supplier of the same and the supplier shall, at his own expensetakecareofthesamefor settlementwithoutanyliability tothepurchaser.

4. CountryofOrigin

- 4.1 AllgoodsandservicestobesuppliedandprovidedforthecontractshallhavetheorigininIndiaorin thecountries withwhichthe GovernmentofIndiahastraderelations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined,cultivated,grown,manufactured,producedorprocessedorfromwheretheservicesarearranged .
- 4.3 Thecountryoforigin may bespecifiedinthePrice Schedule

5. PerformanceSecurity

- 5.1 Withintwentyone(21)daysfromdateoftheissueofnotificationofawardbythePurchaser/Consignee,th esupplier,shallfurnishperformancesecuritytothePurchaser/Consignee for an amount equal to Five percent (5%) of the total value of the contract,valid up to sixty (60) days after the date ofcompletion ofall contractual obligations by thesupplier, including the warranty obligations, which is initially valid for a period of minimum sixmonths plusnumberofmonthsunderwarranty fromthedateofNotificationofAward
- 5.2 The Performance security shall be denominated in Indian Rupees orin the currency ofthecontractasdetailedbelow:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receiptdrawn from any Scheduled bankin India or Bank Guarantee issued by a Scheduled bankinIndia,intheprescribedformasprovidedinsectionXVofthisdocumentinfavourofthePurchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for aperiodup tosixty(60)daysbeyondWarrantyPeriod.
- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to thegovernment including furnishing of consignee wise Bank Guarantee for CMC security as perProforma in Section XV, the amount of the performance security is liable to be forfeited. TheAdministration Department may do the needful to cover any failure/default of the supplier with orwithoutanyquantifiablelossto theGovernment.
- 5.4 Intheeventofanyamendmentissuedtothecontract,thesuppliershall,withinfifteen(15)daysofissue ofthe amendment, furnish the corresponding amendment to thePerformance

Security(asnecessary),renderingthesamevalidinallrespectsintermsofthecontract,as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the „ContractForm — B“ in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period.TheCMCwillcommence from thedateofexpiry oftheWarrantyPeriod.

5.6 Subject to GCC sub — clause 5.3 above, the Purchaser/Consignee will release the PerformanceSecuritywithoutanyinteresttothesupplieroncompletionofthesupplier“sallcontractual obligationsincludingthewarrantyobligations,extensionoftime(withorwithoutLiquidatedDamages) & after receipt of Consignee wise bank guarantee for CMC security in favour of HeadoftheHospital/Institute/Medical Collegeoftheconsignee asper theformatinSectionXV.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to thetechnicalspecificationsandqualitycontrolparametersmentioned in“TechnicalSpecification”and “QualityControlRequirements”underSectionsVIIandVIIIofthisdocument.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough towithstand,withoutlimitation,theentirejourney duringtransitincludingtransshipment(ifany),rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, thesize,weightsandvolumesofthepackingcaseshallalsotakeintoconsideration,theremoteness of the final destination of the goods and availability or otherwise of transport andhandlingfacilitiesatallpointsduringtransituptofinaldestinationasper thecontract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision ofaccompanying documentation shall strictly comply with the requirements as provided in TechnicalSpecifications and Quality Control Requirements under Sections VII and VIII and in SCC underSection V. In case the packing requirements are amended due to issue of any amendment to thecontract,thesame shallalsobetaken careofbythesupplieraccordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirementsunder Sections VII and VIII and in SCC under Section V, the supplier shall make separatepackagesforeachconsignee(incasethereismorethanoneconsigneementionedinthecontract) and mark each package on three sides with the following with indelible paint of properquality:

- a. contract numberanddate
- b. brief descriptionofgoodsincludingquantity
- c. packinglist referencenumber
- d. countryoforigin ofgoods
- e. consignee’snameandfulladdressand
- f. supplier’snameandaddress

8. Inspection, Testing and Quality Control

8.1 Thepurchaserand/oritsnominatedrepresentative(s)will,withoutanyextracosttothepurchaser,inspect and/or testtheorderedgoodsandtherelatedservicestoconfirmtheirconformity to the contractspecifications and other quality control detailsincorporated in thecontract.Thepurchasershallinformthesupplierinadvance,inwriting,thepurchaser“sprogramme forsuchinspectionand,alsotheidentityoftheofficialstobedeputedforthispurpose.“Thecosttowardsthe transportation,boardingandlodgingwillbebornebythepurchaser and/or its nominated representative(s) for the first visit. In case the goods are rejectedin the first instance and the supplier requests for re-inspection, and if same is accepted bypurchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. Theexpense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of theinspectionteamfortheinspectionperiod.”

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shallspecify what inspections and tests are to be carried out and, also, where and how they are to beconducted. If such inspections and tests are conducted in the premises of the supplier or itssubcontractor(s), all reasonable facilities and assistance, including access to relevant drawings,design details and production data, shall be furnished by the supplier to the

purchaser's inspector at no charge to the purchaser.

- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- “On rejection, the suppliers shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

The suppliers shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

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:

- i) 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 for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier or its Indian Subsidiary/Indian agent from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section — V), List of Requirements (Section — VI) and the Technical Specification (Section — VII), the supplier shall be required to perform the following services.

- a. Installation & commissioning, Supervision and Demonstration of the goods
- b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- d. Supplying required number of operation & maintenance manual for the goods

14. Distribution of dispatch documents for clearance/receipt of goods

The suppliers shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (i) Four copies of supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications / documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

15. Warranty:

15.1 The supplier warrants comprehensively

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

15.2 The **warranty shall remain invalid for 60 months commencing from first patient treated as per AERB norms** with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the

final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
 - 1) Any kind of motor.
 - 2) Plastic & Glass Parts against any manufacturing defects.
 - 3) All kind of sensors.
 - 4) All kind of coils, probes and transducers.
 - 5) Printers and imagers including laser and thermal printers with all parts.
 - 6) UPS including the replacement of batteries.
 - 7) Air-conditioners
 - 8) Replacement and repair will be undertaken for the defective goods.
 - 9) All kinds of painting, civil, HVAC, mechanical and electrical work
 - 10) Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Providers shall always accord most favoured client status to the Purchaser vis-à-vis to other Clients/Purchasers of its equipment/machines/goods etc. and shall always give them most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

16. Assignment

- 16.1 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.

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve

the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Subcontract shall be only for bought-out items and sub-assemblies.

17.3 Subcontract shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of Contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, design etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment/modification of the contract.

19. Prices

19.1 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 except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Suppliers shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and mode of payment

21.1 Payment Terms

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

TERMS AND MODE OF PAYMENT

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

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

a) On delivery:

75% payment of the contract prices shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Four copies of supplier's invoices showing contract number, goods description, quantity, unit price and total amount
- (ii) Two copies of packing list identifying contents of each package
- (iii) Inspection certificate issued by the nominated Inspection agency, if any
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) OnAcceptance:

Balance Twenty Five percent (25%) payment would be made against „Final AcceptanceCertificate“asperSectionXVIIIofgoodstobeissuedbytheconsigneessubjecttorecoveries, if any, either on account of non-rectification of defects/deficiencies not attendedby the Supplier or otherwise. FAC needs to be issued by the designated consignee afterinstallation,commissioning,testingand oneto twoweeksofsuccessfultrailrun of the equipment.

B) Payment forImportedGoods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the followingmanner:

a) OnShipment:

75% of the net CIP price (CIP price less Indian Agency commission) of the goods shippedshall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour ofthesupplierinabankin hiscountryanduponsubmissionofdocumentsspecifiedhereunder:

- (i) Fourcopiesofsupplier's invoiceshowingcontractnumber,goodsdescription,quantity,unitprice andtotalamount;
- (ii) Originalandfourcopiesofthenegotiableclean,on-boardBillofLading/Airwaybill,markedfreight pre-paid andfourcopiesofnon-negotiableBill ofLading/Airway bill;
- (iii) Four Copies ofpackinglistidentifying contentsofeachpackage;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted forpaymentofLCconfirmingthatdispatchdocumentshasalreadybeensenttoallconcerned asperthecontractwithin24hours;
- (v) Manufacturer's/Supplier'swarrantycertificate;
- (vi) Manufacturer'sownfactoryinspectionreportand
- (vii) Certificateoforigin bythechamberof commerceoftheconcernedcountry;
- (viii) InspectionCertificateforthedispatchedequipmentissuedbyrecognized/reputedagency like SGS,Lloyd,BEAURUVARITUSand TUVpriortodespatch.
- (ix) ConsigneeReceiptCertificateasperSectionXVIIinoriginalissuedbytheauthorizedrepres entativeofthe consignee

b) OnAcceptance:

Balance payment of Twenty Five percent (25%) of net CIP price of goods would be madeagainst „Final Acceptance Certificate“ as per Section XVIII to be issued by the consignee through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the ForeignPrincipal in a bank in his country, subject to recoveries, if any. FAC need to be issued by thedesignated consignee after installation, commissioning, testing and one to two weeks ofsuccessfultrailrunoftheequipment.

c) PaymentofIncidentalCoststillconsigneesite&IncidentalServices(includingInstallation & Commissioning, Supervision, Demonstration and Training) will be paid in IndianRupees to the Indian Agent on proof of final installation, commission and acceptance ofequipmentbytheconsignee.

d) PaymentofIndianAgencyCommission:

IndianAgencycommissionwillbepaidtothemanufacturer'sagentinthelocalcurrencyforan amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate ofexchange ruling on the date of Contract) and shall not be subject to furtherescalation /exchange variation. This is payable against submission of a certificate from the principalsupplierthatthey haverealisedfulland finalsettlementagainsttheirsupply.

C) Paymentof SiteModificationWork,ifany:

Site Modification Work payment will be made to the bidder/ manufacturer's agent opt its IndianOffice in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate

of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

D) Payment for Comprehensive Annual Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 5% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The suppliers shall not claim any interest on payments under the contract.
- 21.3 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.
- 21.4 Irrevocable & non — transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier.
If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payments shall be made in the currency/currencies authorised in the contract.
- 21.6 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.
- 21.7 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.
- 21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) 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.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We

_____ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedules specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligation 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.

22.3 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.

22.4 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 and/or GST 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 and/or GST 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.

22.5 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.

22.6.1 Passing of Property:

22.6.2 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.6.3 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

22.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install / commission any or all of the goods or fail to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, 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, installation, commissioning 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 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Terminationfordefault

- 24.1 ThePurchaser/Consignee,withoutprejudicetoanyothercontractualrightsandremediesavailable 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 orfails to perform any other contractual obligation(s) within the time period specified in the contract,or within any extension thereof granted by the Purchaser/Consigneepursuant to GCC sub-clauses22.3and22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant toGCCsub-clause24.1above,thePurchaser/Consigneemayprocuregoodsand/orservicessimilar to those cancelled, with such terms and conditions and in such manner as it deems fit andthe supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurredbythePurchaser/Consignee forarrangingsuchprocurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to performthecontractto the extentnotterminated.

25. Terminationforinsolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right totminatethecontractatanytime,byservingwrittennoticetothesupplierwithoutanycompensation, whatsoever, to the supplier, subject to further condition that such termination willnot prejudice or affect the rights and remedies which have accrued and / or will accrue thereafterto thePurchaser/Consignee.

26. ForceMajeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not beliableforimpositionofanysuchsanctionsolongthedelayand/orfailureofthesupplierinfulfillingits obligationsunder thecontractistheresultofaneventofforce majeure.
- 26.2 Forpurposes of this clause,Force Majeure means an eventbeyond the control ofthe supplierand not involving the supplier's fault or negligence and which is not foreseeable and not broughtabout at the instance of , the party claiming to be affected by such event and which has causedthe non — performance or delay in performance. Such events may include, but are not restrictedto, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods,explosions,epidemics,quarantinerestrictions,strikesexcludingbyitsemployees,lockoutsexcludingbyitsmanagement,andfreightembargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee inwriting of such conditions and the cause thereof within twenty one days of occurrence of suchevent.UnlessotherwisedirectedbythePurchaser/Consigneeinwriting,thesuppliershallcontinue toperformitsobligationsunderthecontractasfarasreasonablypractical,andshallseekall reasonable alternative means for performancenot prevented by the ForceMajeureevent.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayedby any reason of Force Majeure for a period exceeding sixty days, either party may at its optionterminate the contractwithoutanyfinancialrepercussiononeitherside.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractualcommitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly andsubsequentactionstakenonsimilarlinesdescribedinabovesub-paragraphs.

27. Terminationfor convenience

- 27.1 The Purchaser/Consigneereserves the right to terminate the contract, in whole or in part for its(Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any timeduringthecurrencyofthecontract.Thenoticeshallspecifythattheterminationisfortheconvenience ofthePurchaser/Consignee.Thenoticeshallalsoindicateinteralia,theextenttowhich the supplier's performance under the contract is terminated, and the date with effect fromwhichsuchtermination willbecomeeffective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery andperformance within thirty days after the supplier's receipt of the notice of termination shall beaccepted by the Purchaser/Consignee following the contract terms, conditions and prices. For theremaininggoods andservices,thePurchaser/Consigneemaydecide:
- a) To get any portion of the balance completed and delivered at the contract terms,

conditions and prices; and /or

- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. 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.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. 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.
- 29.2 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.

30. Resolution of disputes

- 30.1 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.
- 30.2 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 or amendments thereof. 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 arbitrator appointed by the Director, AIIMS Raipur. 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 lakh (Rs.1,00,000/-)
- 30.3 Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA
- 30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India.
- 30.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

- 32.1 Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of or under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

33. General/Miscellaneous Clauses

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

Tender Enquiry No.: AIIMS/R/CS/DENT/2022/380

- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as a waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change which would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, 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.
- 33.5 The Supplier/its Indian Agent/CMC Provider 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 CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider 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.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/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.

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION-VI

LIST OF REQUIREMENTS

PartI

DEPARTMENT OF DENTISTRY						
Item No.	Tender ID	Name of the Item	Qty	Unit	Warranty Period	CMC Period
1.	AIIMS/R/CS/DENT/380/GTE	Surgical Microscope	01	Set	5 years	5 years

PartII:RequiredDeliverySchedule:

- a. For Indigenous goods or for imported goods if supplied from India:
60 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.
Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.
- b. For Imported goods directly from foreign:
90 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.
Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness.
- ii) Supplier has to submit clear documents for opening of LC to AIIMS Raipur within 21 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- iii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iv) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.

PartIII:Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

PartIV:Site Modification Work (if any) as per details in Technical Specification.

Part V:Warranty

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in Part I above

Part VI:

Required Terms of Delivery and Destination:

- a) For Indigenous goods or for imported goods if supplied from India: At Consignee Site(s)**
- b) For Imported goods directly from abroad:**

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

Insurance (local transportation and storage) would be extended and borne by the Supplier or its Indian Subsidiary/Agent from warehouse to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

SECTION – VI TECHNICAL SPECIFICATIONS

Technical specification for Supply and installation of Hi-End Surgical Microscope

GENERAL TERMS & CONDITIONS:

1. Warranty: 5 years against manufacturing defect.
2. All instruments should be corrosion resistant, autoclavable, BIS/European CE certified / USFDA approved.
3. Manufacturer should be ISO Certified.
4. All the firms are required to submit their catalogue along with tender/ quotation clearly marking the Quoted item and no. with a highlighter.
5. All the components of item under a particular serial no. will be purchased together from a single manufacturer. Demonstration of the instruments may be taken from all the firms.
6. L-1 will be decided on total value only.
7. All firms should have supplied the quoted instruments to the reputed central government hospitals like AIIMS, PGI, etc. and should submit a certificate of satisfactory working from the concerned government hospital.

TECHNICAL SPECIFICATIONS FOR “HI-END SURGICAL MICROSCOPE”

1. Ergonomic Design:

- 1.1. Motorized zoom and focus for optimal control and precision. Zoom magnification factors 0.4x to 2.4x activation by handgrip.
- 1.2. Apochromatic optics for superior image quality.
- 1.3. The illumination should be shadow free that directs light to exactly where it is needed. Even root canals should be perfectly illuminated and imaged. Ceiling-mounted unit for flexible positioning.
- 1.4. The free float magnetic clutches must offer smooth movement and precise, stable positioning. The push of a button on the handgrip should release the magnetic brakes.

2. Optical System:

- 2.1. Total Magnification range 2 X to 25X or better activated by hand grip and foot control without exchange of objective lens. The magnification must be achieved without any additional magnification enhancer device / booster.
- 2.2. The brightness setting should adjust automatically with the increase or decrease in magnification levels.
- 2.3. Adjustable focusing range from 200 mm to 410 mm or better without exchange of objective lens, integrated continuously variable illumination field spot size. The minimum starting working distance should be 200mm. Total working distance range should be at least 210mm. Manually adjustable override for working distance.
- 2.4. Objective lens compatibility for working distance adjustments without exchange.

3. Binocular Tube:

- 3.1. 12.5x wide-field eyepieces with dioptr adjustment from -8D to +5D and adjustable eye cups with magnetic locks.
- 3.2. Binocular tube for main surgeon should be Tilttable, rotatable, length adjustable binocular tube for main Surgeon with 360-degree rotation facility Incremental stops lock the tube in its desired position. Main Binocular tube should allow surgeon for Comfortable working position independent of surgeons' height or characteristics while standing and/or sitting.
- 3.3. The tube should be able to quickly increase detailed magnification by 50% when needed for delicate operations by simply turning the knob.

- 3.4. The binocular tube should have dual focal length of 170mm and 260mm Graduated knob for precise interpupillary distance adjustment (55mm to 75mm).

4. Stereo Co-Observer System:

- 4.1. Integrated co-observer system for the assistant.
- 4.2. 12.5x eyepiece with straight tube and dioptr adjustment from -8D to +5D and adjustable eye cups.
- 4.3. Dual beam splitter for simultaneous viewing and recording.

5. Illumination:

- 5.1. Integrated coaxial cold light illumination of minimum 180-watt Xenon or better with a backup quick easy lamp changer Xenon bulb 180 watt.

6. User Interface:

- 6.1. Intuitive handgrips with controls for zoom, focus, and programmable functions.
- 6.2. Graphical User Interface control panel for personalized settings (minimum 6 users).

7. Mounting and Mobility:

- 7.1. Ceiling-mounted unit with motorized column for easy positioning, carrier and swivel arms with large reach. Should have facility for focus, zoom and illumination adjustment on handgrips with magnetic clutches.
- 7.2. Large reach of 1.30m and weight-carrying capacity of at least 13 kg.
- 7.3. Suitable for connection to 230V, 50 Hz single-phase main supply.
- 7.4. Should have auto balancing or motorised balancing for best and stable manoeuvrability.

8. Accessories

- 8.1. Sterilizable Protective Glass: For protecting the microscope's objective lens from contamination.
- 8.2. Sterilizable Caps: For covering adjustment knobs and preventing contamination.
- 8.3. Protective Cover: A high-quality cover to protect the microscope from dust, dirt, and damage when not in use.
- 8.4. Standalone Mirrorless full frame DSLR camera with kit lenses and dedicated 2 OEM lens one macro lens and one 1:1 100 mm lens.
- 8.5. Video / Camera adaptor/ C-mount with fine focus for 35 to 100mm focal length.
- 8.6. The microscope should have stereoscopic image.

9. Foot Control Panel:

- 9.1. Foot control panel with 14-functions, control keys for zoom and focus light intensity etc.

10. UPS System

- 10.1. **2 kVA online UPS:** A 2 kVA uninterruptible power supply (UPS) with a backup time of at least 30 minutes to provide uninterrupted power to the microscope and other equipment in case of power outages.

11. Additional Features:

- 11.1. Orange filter for dental application such as composite materials. Used especially for working with plastic fillings to prevent the material from premature hardening. Ergonomic stool with adjustable features for user comfort.
- 11.2. Should be able to conduct high-precision examinations and implant treatments quickly and confidently. Reliably detect important anatomical structures.
- 11.3. Green filter for application that enhances the contrast of tissue with a strong blood supply and makes even the finest structures visible.
- 11.4. Autofocus function that permits to select features, region of interest in the image of the surgical field and to rapidly focus on them automatically or at the press of a button.

- 11.5. Should support dental surgeon in quick detection of enamel and dentine fractures as well as approximal caries. High-precision views enable accurate assessment of crown edges, preparation levels and veneers.
- 11.6. Should be able to visualize fine anatomical structures and details of root canals and isthmuses. The visibility provides a clear view down to the apex.
- 11.7. Camera and Recording should have workflow integrated HD video chain internalized. The camera should be full HD 1920x1080 pixels. It should also be supplied with full HD recording system. 55" or higher full HD LED TV monitor should also be supplied.
- 11.8. The full HD camera should be mounted on the beamsplitter directly. The workflow integrated HD video chain internalized should facilitate eliminating cable clutter, potential cable damage and making it easier to clean.

12. All-in-one PC with high-performance specifications.

- 12.1. Processor: Intel Core i7 or AMD Ryzen 7 processor (or higher)
- 12.2. RAM: At least 16GB of RAM
- 12.3. Storage: A solid-state drive (SSD) with a capacity of at least 1 TB
- 12.4. Graphics Card: dedicated graphics card with at least 4GB of VRAM
- 12.5. Display: A 24-inch or larger high-resolution monitor (1920x1080 or higher)
- 12.6. Keyboard and mouse (Wireless)
- 12.7. Operating System: Windows 10 Pro or a compatible operating system, Original licenced software with freely upgradable. Ensure the PC is compatible with the microscope's software and hardware requirements.
- 12.8. Connectivity: Wi-Fi, Bluetooth, Ethernet, USB ports (including USB-C), HDMI, and DisplayPort for connecting peripherals.
- 12.9. Webcam and Microphone: Built-in webcam and microphone with built-in Speakers

13. Warranty.

- 13.1. The equipment warranty shall be of 5 years from the date of installation and an additional 5 years of CMC.
- 13.2. The warranty and CMC shall include all accessories, batteries. All-in-one PC, smart LED TV and all other supplied components along with the microscope should be covered under warranty.
- 13.3. Subscription of all the included software including the one in the computer should be valid for not less than 10 years and should be upgraded without any additional cost.
 - 13.3.1. Preventive Maintenance at least every 6 months alongside its logbook.

14. Installation

- 14.1. Ceiling mount installation should be carried out by authorised personnel only after due approvals for the same.
- 14.2. Any civil or electrical alteration required for the installation of the equipment shall be done on turn key basis by the bidder without additional cost for the same.
- 14.3. Any damage to the AIIMS property during the installation process shall be replaced or repaired (as needed) by the bidder.

15. Training for user departments, doctor and staff should be provided.

16. If required the participating bidders may be called for product demonstration at AIIMS Raipur at the cost and expenses of respective bidders.

- **Technical compliance report should be submitted in following format:**

Sr. No.	Item Description as per Tender	Complied Yes/No	Item Description offered by Firm	Deviation if any	Remark

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and Site Modification Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.**

2. After Sales Service:

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

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Site Modification Work (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/service/operational manual, but at least twice in six months (i.e. 4 preventive maintenance/year) apart from all breakdown visits, during the CMC period.
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/ Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 5% of the cost of the CMC contract as per Section XV valid till 2 months after expiry of entire CMC period.

- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365(days)basis,withpenalty,toextendCMCperiodbydoublethedowntimeperiod.
- f) During CMC period, the supplier is required to visit at each consignee's site at leasttwice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits,commencingfromthedataofthesuccessfulcompletionofwarrantyperiodforpreventivemaintenanceofthe goods.
- g) Allsoftwareupdatesshould beprovidedfreeofcostduringCMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the BankGuaranteeforAnnualCMC.
- i) ThepaymentofCMCwill bemadeasstipulated in GCCClause21.

5. SiteModificationWork:

Site Modification Work is indicated in the technical specification of the respective items,wherever required. The Tenderer shall examinethe existing site where theequipment is tobe installed, in consultation with HOD of Hospital/Institution/Medical College concerned. SiteModification Work details of each Hospital/Institution/Medical College are given at the end ofTechnical Specification.The Tenderer to quote prices indicating break-up of prices of theMachine and Site Modification Work of each Hospital/Institution/Medical College. The SiteModificationWorkcosts tobequotedin IndianRupeeewillbeaddedfor RankingPurpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulationthe price will be taken inclusive of such duties and taxes and no claim for the same will beentertainedlater.

TheSiteModificationWorkshouldcompletelycomplywith AERBrequirement,ifany.

Note1:Tenderer'sattentionisdrawntoGITclause18andGITsub-clause11.1A(iii).The tenderer is to provide the required details, information, confirmations, etc.accordinglyfailingwhich it'stenderisliable tobeignored.

Note 2:General: Bidders are requested to make sure that they should attach the list ofequipmentforcarryngoutroutineandpreventivemaintenancewhereveraskedfor and should make sure that Electrical Safety Analyzer/Tester for Medicaequipment to periodically check the electrical safety aspects as per BIS SafetyStandards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is notavailable they should provide a commitment to get the equipment checked forelectrical safety compliance with Electronic Regional Test Labs / Electronics Testand Development Centres across the country on every preventive maintenancerecall.

Note3:Adequatetrainingofpersonnelandnon-lockedopensoftwareandstandardinterfaceinteroperabilityconditionsfornetworkedequipmentinhospitalmanagementinformation system(HMIS).

Thesuccessfultendererwillberequiredtoundertaketoprovideathiscosttechnical training for personnel involved in the use and handling of the equipmenton site at the institute immediately after its installation. The company shall berequiredto train theinstitute personnel onsiteforaminimumperiodof1month

All software updates should be provided free of cost during warranty period andCMCperiod.

Section –VIII

QualityControl Requirements

(Proforma for equipment and quality control employed by the manufacturer(s) Tender Reference No.

Date of opening Time

Name and address of the Tenderer:

Note: All the following details shall relate to the **manufacturer(s)** for the goods quoted for 01

Name of the manufacturer

- a. full postal address
- b. full address of the premises
- e. telephone number
- f. fax number

02 Plant and machinery details:

03 Manufacturing process details:

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees) 06 Quality control arrangement details

- a. For incoming materials and bought-out components
- b. for process control
- c. for final product evaluation 07 Test certificate held
- a. type test
- b. BIS/ISO certification
- c. Any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

Signature and seal of the Tenderer

Section – IXQualificationCriteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quotedirectly,theymayauthorizeanagentasperproformaofManufacturerauthorization form as given in the tender enquiry document to quote and enterintoacontractualobligation.
2. (a)TheManufacturershouldhavesuppliedandinstalled in last Five yearsfrom the date of Tender Opening, at least25% of the quoted quantity (roundedofftonextwholenumbers)ofthe similar equipmentmeetingmajorparametersoftechnicalspecificationwhichisfunctioningsatisfactorily.
2. (b)TheTenderersquotingasauthorizedrepresentativeofthemanufacturermeeting the abovecriteria should have executed at least one contract in the lastfiveyearsfromthetenderopeningofmedical equipment anywhere inIndiaofthesamemanufacturer.
3. The bidders/ firms identifying as MSME and or start-up firms are exemptedfrom fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this doesnotexemptanybidder/firm/manufacturerfromfulfillingthequalityrequirements.
4. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority,as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020andbiddermustcomplywithallprovisionsmentionedintheorder.Aself-declarationwithrespecttoaboveordermustbesubmitted.
5. Preference to Make In India products (For bids less than 200 Crore): Preferenceshallbegiventoclass1localsuppliersasdefinedinpublicprocurement(Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/NotificationsissuedbyconcernedNodalMinistryforspecific Goods/Products. Themimum localcontent toqualify as aClass 1local supplier is denoted in the bid document 50%. If the bidder wants to availthe Purchase preference, the bidder must upload a certificate from the OEMregarding the percentage of the local content and the details of locations atwhich the local value addition is made along with their bid, failing which nopurchase preference shall be granted. In case the bid value is more than Rs. 10Crore, the declaration relating to percentage of local content shall be certified bythestatutoryauditororcostauditor,iftheOEMis a ccompany andby apracticingcostaccountantorachartereddaccountantforOEMsotherthancompanies as per the Public Procurement (preference to Make-in -India) order2017dated 04.06.2020anditssusequent amendment thereof.In case Buyerhas selected Purchase preference to Micro and Small Enterprises clause in thebid, the same willgetprecedenceoverthisclause.
6. PurchasepreferencetoMicroandSmallEnterprises(MSEs):Purchasepreference will be given to MSEs as defined in Public Procurement Policy forMicro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012issued byMinistryofMicro,SmallandMediumEnterprisesanditssubsequentOrders/Notifications issued by concerned Ministry. If the bidder wants to availthe Purchase preference, the bidder must be the manufacturer of the offeredproductincaseofbidforsupplyofgoods.TradersareexcludedfromthepurviewofPublic Procurement PolicyforMicroand Small Enterprises. Inrespect of bid for Services, the bidder must be the Service provider of the offeredService.Relevantdocumentary evidencein thisregardshallbe uploaded alongwiththebidinrespectofthe offered product or service. If L-1 is not an MSEandMSESeller(s)has/havequoted price within L-1+ 15% of margin ofpurchase preference /price band defined in relevant policy, such Seller shall

TenderEnquiryNo.:AIIMS/R/CS/DENT/2022/380

begivenopportunitytomatchL-1price and contract will be awarded
forpercentageof25%oftotalvalue.

7. The Purchaser/buyer reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the bidding documents specifications, before the opening of the Price Bid.
8. The Purchaser may ask for a sample to be sent for approval within 07 days from the date of issuance of Notification of Award/Contract, before delivery of bulk manufacturing/supplies of goods.

NOTE:

1. The tenderers shall give an affidavit as under:

“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”

2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma, A.”

The manufacturer (Tenderer)/Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.

3. The Tenderers shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
5. **The bidder should submit the manufacturer's production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**
6. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA “A”

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (attach documentary proof) **
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Tenderer

****The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**** The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

Section – XTENDERFORM

To,

Date_____

The Director,
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
G.E. Road Tattibandh Raipur 492099

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender.** If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedules 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 Tenderers” 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 de-registered/banned/blacklisted by any Govt. Authorities.

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

(Signature with date) (Name and designation)

Duly authorised to sign tender for
and on behalf of

SECTION – XI
PRICESCHEDULE

Pricebidformat/templateisprovidedasalongwiththisTenderEnquiryDocumentat<https://eprocure.gov.in/eprocure/app>.

Biddersareadvisedtodownload PriceBidasisandquotetheiroffer/rates inthepermittedcolumn and upload the same in the commercial bid. Bidder shall not tamper/modify downloadedpricebid templateinany manner.Incaseifthesameisfoundto betempered/modified inany manner,theirbids shall beliabletoberejected.

Incase, aninstructioninthespecificationasksfor a BOQ lineitemto bequotedseparately, thesame tobequotedmandatorily asaseparate priceand mustnotbeadded inthebundleoffer.

SECTION – XIIQUESTIONNAIRE

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) anduploadinthe CPPP Portal

1. The tenderer should furnish specific answers to all the questions/issues mentioned in theTechno-Commercial Compliance Sheet. In case a question/issue does not apply to a tenderer,thesame shouldbeansweredwiththeremark“notapplicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified scanned copy asdocumentary proof/evidenceto substantiatethecorrespondingstatement.
3. Incaseatendererfurnishesawrongorevasiveansweragainstananyofthequestion/issues,theirtende risliableto beignored.

Note:

The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer's indicating uniform unit rates) and List of Consumables with prices can be uploaded in CPPP portal as per provision available

SECTION-XIII

BANKGUARANTEE FORMFOREMD

Whereas _____ (hereinafter called the "Tenderer") 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 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:-

fails or refuses to furnish the performance security for the due performance of the contract or fails or refuses to accept/execute the contract

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 forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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 –XIV

MANUFACTURER'S AUTHORIZATION FORM

To
The Director,
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
G.E. Road Tattibandh Raipur 492099

Sir,

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) 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 state that we are not participating directly in this tender for the following reason(s):

_____ (please provide
reason here).

We further confirm that no supplier or firm or individual other than Messrs.

_____ (name and address of the above agent) 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, CMC as applicable as per clause 15 of the General Conditions of
Contract, read with modification, if any, in the Special Conditions of Contract for
the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[Signature with date, name, designation and Email]

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.
- (3) The purchaser reserves the right to verify this document with its signatory.
 - (4) 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.
 - (5) Original letter may be sent.
 - (6) The purchaser reserves the right to verify this document with its signatory.

SECTION-XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/CMC SECURITY

To
The Director,
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
G.E. Road Tattibandh Raipur 492099

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) (hereinafter 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 suppliers 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 limit 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 till such time to cover two months beyond the warranty period from the date
of Notification of Award i.e. up to _____ (indicate date).

.....
(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 – XV CONTRACT FORM-A

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Purchaser/Consignee Office issuing the contract)

Contract No. _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No. _____ dated _____ and subsequent Amendment No. _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No. _____ dated _____ and subsequent communication(s) No. _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II — General Instructions to Tenderers of the Purchaser's TE documents shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____ Total value (in figure) _____ (In words) _____

- (ii) Delivery schedule

TenderEnquiryNo.:AIIMS/R/CS/DENT/2022/380

- (iii) Detailsof PerformanceSecurity
- (iv) QualityControl
 - (a) Mode(s),stage(s)andplace(s)ofconductinginspections andtests.
 - (b) Designationandaddressofpurchaser'sinspectingofficer
- (v) Destinationanddespatchinstructions
- (vi) Consignee,includingportconsignee, if any

- 6. Warrantyclause
- 7. Paymentterms
- 8. Payingauthority

(Signature,nameandaddressof
the Purchaser's/Consignee's authorised
official)Forandonbehalfof_____

Receivedandacceptedthiscontract

(Signature,nameandaddressofthesupplier'sexec
utiveDulyauthorisedtosignonbehalfofthesupplie
r)

Forandonbehalfof_____

(Nameandaddressofthesupplier)

(Seal ofthesupplier)

Date: _____

Place: _____

CONTRACTFORM-B

CONTRACTFORMFORANNUALCOMPREHENSIVEMAINTENANCECONTRACT

AnnualCMContractNo._____ dated_____

Between

(AddressofHeadofHospital)

And

(Name&Addressof theSupplier)

Ref: ContractNo_dated_____ (Contract No. & date of Contract forsupply, installation, commissioning, handing over, Trial run, Training of operators &warrantyofgoods)

In continuation totheabove referredcontract

1. TheContractofAnnualComprehensiveMaintenance isherebyconcludedasunder:-

1	2	3	4					5
Schedulee No.	Brief descriptionof goods	Quantity.(Nos.)	Annual ComprehensiveMaintenanceContractCost for EachUnityearwise*.					TotalAnnualCompre hensiveMaintenance Contract Cost for 5Years [3x(4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

Totalvalue(infigure)_____ (Inwords)_____

- TheCMCcommencefrom the date of expiry of all obligations under Warranty i.e.from (dateofexpiryofWarranty)andwillexpireon (dateofexpiry ofCMC)
- ThecostofAnnualComprehensiveMaintenanceContract(CMC)whichincludespreventivemaintenanc e, labour and spares, after satisfactory completion of Warranty period may be quotedfornext5yearsascontainedintheabovereferredcontractonyearlybasisforcompleteequipment(in cludingXraytubes,HeliumforMRI,BatteriesforUPS,othervacuumaticparts,&)and SiteModificationWork(ifany).
- There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis,withpenalty,toextendCMCperiodby doublethedowntimeperiod.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenanceincludingtestingandcalibrationasperthemanufacturer'sservice/technical/operationalma nual.

The supplier shall visit each consignee site as recommended in the manufacturer's manual, but atleast twice in 6 months commencing from the date of the successful completion of warranty periodfor preventivemaintenanceofthegoods.

- Allsoftwareupdatesshould beprovidedfreeofcostduringCMC.

7. The bank guarantee valid till
[(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. ____
[(fill amount) equivalent to 5% of the cost of the CMC Contract] shall be furnished in the prescribed
format given in Section XV of
the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue
of Annual CMC failing which the proceeds of Performance Security shall be payable to
the Purchaser/Consignee.
8. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual
CMC bank guarantee for an amount of Rs. _____ (equivalent to 5% of the cost of the CMC
Contract) shall be payable to the Consignee.
9. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the
supplier on six monthly basis after satisfactory completion of said period, duly certified by
the HOD concerned. The payment will be made in Indian Rupees.
10. **Paying authority:**
(name of the consignee i.e. Hospital authorised official)

(Signature, name and address of Hospital authorised official)

For and on behalf of _____

Received and accepted this contract.

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

CONSIGNEERECEIPTCERTIFICATE

(Tobegivenbyconsignee'sauthorizedrepresentative)

Thefollowingstore(s)has/havebeenreceivedingoodcondition:

- 1) ContractNo.&date : _____
- 2) Supplier'sName : _____
- 3) Consignee'sName&Addresswith
telephoneNo.&FaxNo. : _____
- 4) Nameof theitem supplied : _____
- 5) Quantity Supplied : _____
- 6) DateofReceiptbytheConsignee : _____
- 7) Name anddesignation of Authorized
Representativeof Consignee : _____
- 8) Signatureof AuthorizedRepresentativeof
Consignee with date : _____
- 9) Seal oftheConsignee : _____

SECTION–XVIII

Proforma of Final Acceptance Certificate by the Consignee

No.: -----

Date: -----

To

M/s. _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment (s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

(a) Contract No. _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway

Receipt/Goods Consignment Note no. _____ dated _____

(f) Name of the vessel/Transporters: _____

(g) Name of the Consignee: _____

(h) Date of site hand-over to the supplier by consignee: _____

(i) Date of commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl.No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to the satisfaction of the operator and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- He has not adhered to the time schedules specified in the contract in dispatching the documents/drawings pursuant to „Technical Specifications“.
- He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
.....

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature)

(Name) (Designation with stamp)

##Explanatorynotesforfillingupthecertificate:

- i) Hehasadheredtothetimeschedulespecifiedinthecontractindispatchingthedocuments/drawings pursuant to „TechnicalSpecification“.
- ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within thetime specified in the contract from date of intimation by the Purchaser/Consignee inrespectoftheinstallationoftheequipment(s)/plant(s).
- iii) Trainingofpersonnel hasbeendonebythesupplieras specifiedin thecontract.
- iv) Intheeventofdocuments/drawingshavingnotbeensuppliedorinstallationandcommissioning of the equipment (s)/plant(s) having been delayed on account of thesupplier,theextentofdelayshouldalwaysbementionedinclearterms.

Section – XIXConsigneeList

Sl. No.	Nameof Hospital andAddress	State
1.	AIIMS,RAIPUR	CHHATTISGARH

Note:The consignee will ensure timely issue of NMIC, CDEC, Octroi ExemptionCertificates,RoadPermits&EntryTaxExemptionCertificates,wherever applicable tothesuppliers.

APPENDIX-B

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ____31ST ____ day of the month of ____ 2022 ____

Between

ALL INDIA INSTITUTE MEDICAL SCIENCE RAIPUR having its office at AIIMS Raipur, Tatibandh, Raipur – 492099, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s., with office at _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RAIPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS RAIPUR intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

AIIMS RAIPUR desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable AIIMS RAIPUR to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RAIPUR will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.01. Commitments of AIIMS RAIPUR

- 1.1 AIIMS RAIPUR undertakes that AIIMS RAIPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 AIIMS RAIPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of AIIMS RAIPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 AIIMS RAIPUR will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to AIIMS RAIPUR with full and verifiable facts any misconduct on the part of AIIMS RAIPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RAIPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RAIPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RAIPUR the proceedings under the contract would not be stalled.

Clause.02. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RAIPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RAIPUR.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by AIIMS RAIPUR.
 - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.
 - 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.7 The Bidder (s) will not make any false or misleading allegations against AIIMS RAIPUR or its Associates.
 - 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.9 The BIDDER further confirms and declares to AIIMS RAIPUR that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RAIPUR or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RAIPUR or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RAIPUR, or alternatively, if any relative of an officer of AIIMS RAIPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS RAIPUR.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the AIIMS RAIPUR as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.03. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RAIPUR is entitled to disqualify the BIDDER from the tender process.

Clause.04. Equal treatment of all Bidders / Contractors / Subcontractors

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 AIIMS RAIPUR will enter into agreements with identical conditions as his one with all Bidders and Contractors.
- 4.3 AIIMS RAIPUR will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.05. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RAIPUR to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate AIIMS RAIPUR by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, AIIMS RAIPUR will be entitled to terminate the contract. AIIMS RAIPUR shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by AIIMS RAIPUR, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from AIIMS RAIPUR in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by AIIMS RAIPUR, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to AIIMS RAIPUR resulting from such cancellation/recession and AIIMS RAIPUR shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of AIIMS RAIPUR for a minimum period of five (5) years, which may be further extended at the discretion of AIIMS RAIPUR or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by AIIMS RAIPUR with the BIDDER, the same shall not be opened. xi. Forfeiture of performance guarantee in case of a decision by AIIMS RAIPUR to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 AIIMS RAIPUR will be entitled to all or any of the actions mentioned in Para

- 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RAIPUR to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.06. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower

price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RAIPUR, if the contract has already been concluded.

Clause.07. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If AIIMS RAIPUR obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if AIIMS RAIPUR has substantive suspicion in this regard, AIIMS RAIPUR will inform the same to the Chief Vigilance Officer, AIIMS RAIPUR

Clause.08. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RAIPUR or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.09. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.10. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.11. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both AIIMS RAIPUR and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of AIIMS RAIPUR.

Clause.12. Other provisions

12.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

12.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

AIIMS RAIPUR

Bidder

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RAIPUR in regard to involvement of Indian agents of foreign suppliers.