



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

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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



आरोग्यम् सुखं सम्पदा

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) में “LCMS/MS System” जैवरसायन विभाग के लिये आपूर्ति एवं स्थापना हेतु वैश्विक निविदा आमंत्रण सूचना

GLOBALTENDER ENQUIRY

For

Supply and installation of “LCMS/MS System” for Department of Biochemistry,

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	04.06.2025 at 18:00 Hrs.
Bid Document Download / Sale Start Date	04.06.2025 at 18:00 Hrs.
Pre bid meeting	12.06.2025 at 15:30 Hrs.
Bid Submission Start Date	19.06.2025 at 10:00 Hrs.
Bid Submission End Date	04.07.2025 at 15:00 Hrs.
Bid Opening Date	07.07.2025 at 15:30 Hrs.

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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

NOTICEINVITINGe-TENDER(e-NIT)

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/21/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 LCMS/ MS System for Department of Biochemistry AIIMS Raipur.

ItemNo.	Tender ID	Name of the Item	Qty.	Unit	EMD Amount
1	AIIMS/R/CS/Bio/03-610/23/GTE	LCMS/ MS System	01.	Set	Rs.9,00,000.00

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 websites www.eprocure.gov.in/cppp for completed 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



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SECTION-II**GENERAL INSTRUCTIONS TO TENDERERS (GIT)CONTENTS**

Sl.No.	Topic	Page No.
A	PREAMBLE	
1	DefinitionsandAbbreviations	7,8
2	Introduction	9
3	Availabilityof Funds	9
4	LanguageofTender	9
5	EligibleTenderers	9
6	EligibleGoodsandServices	9
7	Tendering Expense	9
B	TENDERENQUIRYDOCUMENTS	
8	ContentsofTender Enquiry Documents	10
9	Amendments to TenderEnquiry Documents	10
10	ClarificationofTenderEnquiryDocuments	10
C	PREPARATIONOFTENDERS	
11	DocumentsComprisingtheTender	11
12	TenderCurrencies	12
13	TenderPrices	13
14	IndianAgent	15
15	Firm Price	15
16	AlternativeTenders	15
17	DocumentsEstablishingTenderer'sEligibilityandQualifications	16
18	DocumentsEstablishingGood'sConformitytoTenderEnquiryDocument	16
19	Earnest MoneyDeposit(EMD)	16
20	TenderValidity	17
21	DigitalSigningofTender	17
D	SUBMISSIONOFTENDERS	
22	Submissionof Tenders	17
23	Late Tender	18
24	Alteration andWithdrawal ofTender	18
E	TENDEROPENING	
25	Openingof Tenders	18
F	SCRUTINYANDEVALUATIONOFTENDERS	
26	BasicPrinciple	19
27	Scrutiny ofTenders	19
28	MinorInfirmary/Irregularity/Non-Conformity	20
29	Discrepancyin Prices	20

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

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. DefinitionsandAbbreviations

1.1 Thefollowingdefinitionsandabbreviations,whichhave been usedinthese documents shall havethemeaningsas indicatedbelow

1.2 Definitions:

- (i) **“Purchaser”** meanstheorganizationpurchasinggoodsandservicesasincorporatedintheTender Enquirydocument.
- (ii) **“e-Tender”** meansBids/Quotation/TenderreceivedfromaFirm/Tenderer/Bidderonline.
- (iii) **“Tenderer”** meansBidder/theIndividualor FirmsubmittingBids/Quotation/ e-Tenders.
- (iv) **“Supplier”** meanstheindividualorthefirmsupplyingthegoodsandservicesasincorporated inthecontract.
- (v) **“Goods”** meansthearticles,material,commodities,livestock,furniture,fixtures,rawmaterial, spares, instruments, machinery, equipment, medical equipment, industrial plantetc.whichthesupplier isrequiredto supply to the purchaserunderthecontract.
- (vi) **“Services”** meansservicesalliedandincidentaltothesupplyofgoods,suchastransportation, installation, commissioning, provision of technical assistance, training, aftersales service, maintenance service and other such obligations of the supplier coveredunderthecontract.
- (vii) **“Earnest Money Deposit (EMD)”** means Bid Security/ monetary or financial guarantee tobefurnishedbyaBidderalongwithitstender.
- (viii) **“Contract”** meansthewrittenagreemententeredintobetweenthepurchaserand/orconsigneeandt hesupplier,togetherwithallthedocumentsmentionedthereinandincludingallattachments,annex ureetc.therein.
- (ix) **“Performance Security”** means monetary or financial guarantee to be furnished by thesuccessfulBidderfordueperformanceofthecontractplacedonit.PerformanceSecurityisalsok nownasSecurityDeposit.
- (x) **“Consignee”** means the Hospital/Institute/Medical College/ person to whom the goods arerequired to be delivered as specified in the Contract. If the goods are required to bedelivered to a person as an interim consignee for the purpose of despatch to anotherpersonasprovidedintheContractthenthat“another”personistheconsignee,alsoknownas ultimateconsignee.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with whichgoodsorservicehasto conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gaugingone ormore characteristics of the product or service and comparing the same with the specifiedrequirementtodetermineconformity.
- (xiii) **“Day”** meansscalendarday.
- (xiv) **“Local supplier”** means a supplierorservice providerwhose productor service offeredfor procurement meets the minimum local content as prescribed under this Order or by thecompetentMinistries/Departments in pursuanceofthisorder.
- (xv) **“Local content”** means the amount of value added in India which shall, unless otherwiseprescribed by the Nodal Ministry, be the total value of the item procured excluding netdomestic indirect taxes) minus the value of imported content in the item (including allcustomsduties)asaproportionofthetotal valueinpercent.
- (xvi) **“Margin of purchase preference”** means the maximum extent to which the price quotedbyalocalsuppliermay beabovetheL1forthe purposeofpurchasepreference.

1.3 **Abbreviations:**

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

- (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 bear 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. TENDERENQUIRYDOCUMENTS

8. ContentofTenderEnquiryDocuments

- 8.1 InadditiontoSectionI–“NoticeinvitingTender”(NIT),the TEdocumentsinclude:SectionII
–GeneralInstructionstoTenderers(GIT)
SectionIII –SpecialInstructionstoTenderers(SIT)
SectionIV –GeneralConditionsofContract(GCC)
SectionV –SpecialConditionsofContract(SCC)
SectionVI –ListofRequirements
SectionVII – Technical Specifications
SectionVIII –QualityControlRequirements
SectionIX –QualificationCriteria
SectionX – Tender Form
SectionXI –PriceSchedules
Section XII –Questionnaire
Section XIII – Bank Guarantee Form for EMD
SectionXIV –Manufacturer’sAuthorisationForm
SectionXV –BankGuaranteeFormforPerformanceSecurity/CMCSecurity
SectionXVI –ContractFormsA&B
Section XVII –ProformaofConsigneeReceiptCertificate
SectionXVIII –ProformaofFinalAcceptanceCertificatebytheconsignee
Section XIX –ConsigneeList
Appendix A –DIPP-PublicProcurement(PreferencetoMakeinIndia),Order2017
- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure fortendering, tender evaluation, placement of contract, the applicable contract terms and, also, thestandardformatstobeusedforthispurposeareincorporatedintheabove-mentioneddocuments. The interested tenderers are expected to examine all such details etc to proceedfurther.
- 9. AmendmentstoTE documents**
- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reasondeemed fitbyit,modify theTEdocumentsbyissuingsuitableamendment(s)toit.
- 9.2 Suchanamendmentwillbenotifiedonlyinthewebsite(s)<http://aiimsraipur.edu.in/tenders>orwww.eprcure.gov.in/cppp. **All prospective Tenderer areherebyinstructedtovisitthewebsiterregularly,sothatadditionaldocumentsifanyrequiredor anymodificationsinthetenderdocumentscanbedonepriortothelastdateof submission ofthe Tenders.**
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action inpreparing their tenders as per the amendment, the purchaser may, at its discretion extend thedeadline for the submission of tenders and other allied time frames, which are linked with thatdeadline.
- 10. ClarificationofTEdocuments**
- 10.1 A tenderer requiringany clarificationorelucidation on any issue of the TE documents may takeup the same with the purchaser in writing in their letter head duly signed and scanned throughemail tostore@aiimsraipur.edu.in The purchaser will respond to suchrequest provided the same is received by the purchaser **two day prior to the pre-bid meeting.Anyqueries/representationsreceivedlatershallnotbetakenintocognizance.**

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 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 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) Nonconviction/nopending 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.

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

- 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/Manufacturers 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, tender 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, price 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) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

13.5.2 Local Duties & Taxes, if any applicable:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per

their regulations allow such exemption only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.3 Customs Duty:

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

13.5.4 Goods and Services Tax (GST):

- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variations shall 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 to unexcused delay by the supplier.
- 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. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be 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 ofCommerce,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 thetermsoffered.

14. IndianAgent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreigntenderer, in addition to indicating Indian agent's commission, if any, in a manner described underGITsub clause12.2above,shallalso furnishthefollowinginformation:

- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry ofFinance, it is compulsory for Indian agents, who desire to quote directly on behalf of theirforeign 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 accountnumberasallottedbytheIndianIncomeTax authority.
- c) Thedetailsoftheservicestoberenderedbytheagentforthesubjectrequirement.
- d) Details of Service outlets in India, nearest to the consignee(s), to render services duringWarranty andCMCperiod.
- e) A copy of agreement between the Agent & their principal detailing the terms & conditions aswell as services and after sales services as above to be rendered by the agent and theprecise relationship between them and their mutual interest in the business as laid out insectionVII(Technicalspecifications).
- f) Principal's/Manufacturer'soriginalProformaInvoicewiththepricebid

15. FirmPrice

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixedduring the currency of the contract and not subject to variation on any account. Bidders arerequested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQitems across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall betreatedas unresponsiveandwillnotbe considered.

16. AlternativeTenders

16.1 AlternativeTendersarenotpermitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of samemanufacturerwithsingleEMD.

16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid onbehalf of another Principal/OEM in the same tender for the same item/product. In a tender, eitherthe Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannotbidsimultaneouslyforthesameitem/productinthesametender.

17. DocumentsEstablishingTenderer'sEligibilityandQualifications

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details anddocuments establishing its eligibility to quote and its qualifications to perform the contract if its tenderisaccepted.

17.2 Thedocumentaryevidenceneededtoestablishthetenderersqualificationsshallfulfilthefollowingreq uirements:

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, thetenderer has been duly authorised by the goods manufacturer to quote for and supply thegoods tothe purchaser. The tenderershall submitthe manufacturer'sauthorizationletter tothiseffectas perthestandardformprovidedunderSectionXIVinthis document.
- b) Thetendererhastherequiredfinancial,technicalandproductioncapabilitynecessarytoperform the contract and, further, it meets the qualification criteria incorporated in the SectionIXinthesedocuments.

- 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 currently 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 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 other rights of 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 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 2019, 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 any new model or upgraded version of 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 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 EMD in original is 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 edocuments 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 with their techno-commercial bid.

(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 finds 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 a 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

thetender.

34. ComparisonofTenders

- 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 the Director shall be final.

L1 firm will be decided on the basis of total price of item including all taxes & duty + 5 years Warranty + All Accessories+ 5 years CMC .

36. Additional FactorsandParametersfor EvaluationandRankingofResponsiveTenders

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

- 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 acontractisawardedonthetenderer;and
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similarimport duties/taxes, which will be contractually payable (to the tenderer) on the goods if thecontractisawardedonthetenderer.

- 36.2** The purchaser's evaluation of tender will also take into account the additional factors, if any,incorporated inSITin themannerand to theextentindicatedtherein.

- 36.3** The Purchaser reserves the right to give the price preference to small-scale sectors etc. andpurchase preference to central public sector undertakings as per the instruction in vogue whileevaluating,comparingandrankingthe responsivetenders.

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium EnterprisesDevelopment(MSMED)Act2006,theGovernmenthasnotifiedanewPublicProcurement 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/PublicSector Undertakings will be from the micro and small enterprises. The Government has alsoearmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/STentrepreneurs outofabovesaid20%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 aportion of the requirement by bringing down their price to the L1 price, in a situation where L1price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% ofthe total tendered value. In case there are more than one such eligible MSE, the 25% supply willbe shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity isearmarked for procurement from MSEs owned by SC/STentrepreneurs. However,in the eventof failure of such MSEs to participate in the tender process or meet the tender requirements andthe L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be metfromotherparticipating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclosewith their tender a copy of their valid registration certificate with District Industries Centres orKhadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board orNational Small Industries Corporation or any other body specified by Ministry of Micro and Smallenterprisesin supportoftheirbeinganMSE,failing whichtheirtender willbe liabletobeignored.
- iv. Special provision for Micro and Small Enterprise owned by women: — Out of the total annualprocurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shallbeearmarkedforprocurement from MicroandSmallEnterprisesownedbywomen.

Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog AadharMemorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder donot furnish the UAM Number along with bid documents, such MSME unit will not beeligible for the benefits available under Public Procurement Policy for MSEs Order2012.

- 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 per Section 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 tenderer 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	SITProvision	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’sallcontractualobligationsincludingthewarrantyobligations,extensionoftime(withorwithoutLiquidatedDamages) & after receipt of Consignee wise bank guarantee for CMC security in favour of HeadoftheHospital/Institute/Medical Collegeoftheconsignee asper theformatinSectionXV.

6. TechnicalSpecificationsandStandards

- 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 andMarking

- 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 amendmentto thecontract,thesame shallalsobetaken careofbythesupplieraccordingly.

- 7.3 Packinginstructions:

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,TestingandQualityControl

- 8.1 Thepurchaserand/oritsnominatedrepresentative(s)will,withoutanyextracosttothepurchaser,inspect and/or testtheorderedgoodsandtherelatedservicestoconfirmtheirconformity to the contractspecifications and other quality control detailsincorporated in thecontract.Thepurchaser shallinformthesupplierinadvance,inwriting,thepurchaser’sprogramme of orsuchinspectionand,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 supplier 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 supplier's 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

supplierunderitsownarrangement:

IncasenoinstructionisprovidedinthisregardintheSCC,thesupplierwillarrangetransportationoftheor deredgoodsas peritsownprocedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring thegoodsagainstlossordamageincidentaltomanufactureoracquisition,transportation,storageanddel iveryinthe followingmanner:

- i) IncaseofsupplyofdomesticgoodsonConsigneesitebasis,thesuppliershallberesponsible till the entire stores contracted for arrival in good condition at destination. Thetransit risk in this respect shall be covered by the Supplier by getting the stores duly insuredfor an amount equal to 110% of the value of the goods from ware house to ware house(consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier andshouldbevalidtill3monthsafterthereceiptofgoodsby theConsignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, theadditional extended Insurance (local transportation and storage) would be borne by theSupplier or its Indian Subsidiary/Indian agent from the port of entry to the consignee site fora period including 3 months beyond date of delivery for an amount equal to 110% of theoverall expenditure tobeincurredbythepurchaserfromwarehousetowarehouse(consignees ite)on allriskbasis.

If the equipment is not commissioned and handed over to the consignee within 3 months, theinsurance 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 theinstallation 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 extensionchargesatactualswillbereimbursed.

12. Spareparts

12.1 IfspecifiedintheListofRequirementsandintheresultantcontract,thesuppliershallsupply/provide any or all of the following materials, information etc. pertaining to spare partsmanufactured and/orsuppliedby thesupplier:

- 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 ofany contractualobligationincludingwarrantyobligations;and
- b) In case theproductionofthespareparts isdiscontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation toprovideadequatetime to thepurchasertopurchasetherequired sparepartsetc.,and
 - ii) The supplier shall be responsible for undertaking the supply of any such spare part fortheproper up keeping of equipment for a period of 10 years including the warranty andCMCperiods.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply ofconsumables and sparesfor thegoodssothatthesameareusedduringwarrantyandCMCperiod.

13. Incidentalservices

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 thefollowingservices.

- a. Installation&commissioning, Supervision and Demonstrationofthegoods
- b. Providingrequiredjigsandtoolsforassembly,minorcivilworksrequiredforthecompletion oftheinstallation.
- c. Training of Consignee's Doctors, Staff, operators etc. for operating and maintainingthe goods
- d. Supplyingrequirednumberofoperation &maintenance manualforthegoods

14. Distributionofdispatchdocumentsforclearance/receiptofgoods

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 the 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. SubContracts

- 17.1 The Suppliers 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 Subcontractshallalsocomplywiththe provisions of GCCClause4(“Countryof Origin”).

18. ModificationofContract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during thecurrency of the contract, amend the contract by making alterations and modifications within thegeneralscope ofcontractinanyone or moreofthefollowing:

- a) Specifications,drawings,designsetc.whergoodstobesuppliedunderthecontractaretobespecialymanufacturedforthe purchaser,
- b) Modeofpacking,
- c) Incidentalservicestobeprovided by thesupplier
- d) Modeofdispatch,
- e) Placeofdelivery, and
- f) Anyotherarea(s)ofthecontract,asfeltnecessary bythepurchaserdependingon themerits ofthecase.

18.2 Inthe eventofanysuchmodification/alterationcausingincreaseordecreaseinthecostofgoodsandservicesto besuppliedandprovided,orinthetimerequiredbythesuppliertoperformanyobligation under the contract, an equitable adjustment shall be made in the contract price and/orcontract delivery schedule, as the case may be, and the contract amended accordingly. If thesupplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shallconveyitsviewstothePurchaser/Consigneewithin twenty-onedaysfromthedateofthesupplier'sreceiptofthePurchaser's/Consignee'samendment/modificatio nofthecontract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of thecontract shall not vary from the corresponding prices quoted by the supplier in its tender andincorporated inthecontractexcept foranypriceadjustmentauthorisedintheSCC.

20. Taxesand Duties

20.1 Suppliershallbeentirelyresponsibleforalltaxes,duties,fees,leviesetc.incurreduntildeliveryofthecon tractgoodstothe purchaser.

20.2 Further instruction,ifany,shallbeasprovidedin the SCC.

21. Termsandmodeofpayment

21.1 PaymentTerms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any otherchargesasperterms& conditionsofcontractinthe followingmanner.

TERMSANDMODEOFPAYMENT

A) PaymentforDomesticGoodsOrForeignOriginLocatedWithinIndia.

Paymentshall bemadein IndianRupeesasspecifiedinthecontractinthefollowingmanner:

a) Ondelivery:

75%paymentofthecontractpriceshallbepaidonreceiptofgoodsingoodconditionanduponthesub missionofthefollowingdocumentssubjectto recovery ofLD,ifany:

- (i) Fourcopiesofsupplier'sinvoiceshowingcontractnumber,goodsdescription,quantity,uni tprice andtotalamount
- (ii) Twocopiesofpackinglistidentifying contentsofeach package
- (iii) Inspectioncertificateissued bythenominatedInspection agency, ifany
- (iv) InsuranceCertificate asperGCCClause11
- (v) Certificateoforiginforimportedgoods
- (vi) ConsigneeReceiptCertificateasperSectionXVIIinoriginalissuedbytheauthorizedrepres entativeofthe consignee

b) OnAcceptance:

Balance Twenty Five percent (25%) payment would be made against „Final AcceptanceCertificate“asperSectionXVIIIofgoodstobeissuedbytheconsigneessubjecttoreco

veries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

B) Payment For Imported Goods:

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

a) On Shipment:

75% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (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 pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the dispatched equipment issued by recognized/reputed agency like SGS, Lloyd, BEA, URVARITUS and TUV prior to dispatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

b) On Acceptance:

Balance payment of Twenty Five percent (25%) of net CIP price of goods would be made against „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 Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

c) Payment of Incidental Cost still consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees 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 is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.

C) Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/ manufacturer's agent or its Indian Office 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) PaymentforAnnualComprehensiveMaintenanceContractCharges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. Thepayment 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% ofthe cost of the total CMC contract value as per contract in the prescribed format given in Section XV valid till 2monthsafterexpiryofentireCMCperiod.

- 21.2 Thesuppliershall notclaimanyinterestonpaymentsunder thecontract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towardsincome tax and other tax as applicable will be made from the bills payable to the Supplier at ratesasnotifiedfromtimetotime.
- 21.4 Irrevocable & non — transferable LC shall be opened by the Purchaser. However, if the supplierrequests specifically to open confirmed LC, the extra charges would be borne by the supplier.
IfLCisrequiredtobeextendedand/oramendedforreasonsnotattributabletothepurchaser/consignee,t hecharges thereofshallbeborneby the supplier.
- 21.5 Thepaymentshallbemadeinthecurrency/currenciesauthorisedin thecontract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, alongwithrelevantdocuments etc.,duly signedwithdate,to respectiveconsignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed isstrictly in terms of the contract and all the obligations on the part of the supplier for claiming thatpaymenthasbeen fulfilledasrequiredunderthecontract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any othertaxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shallalso certify that, in case it gets any refund out of such taxes and duties from the concernedauthoritiesat a laterdate,it (thesupplier)shallrefund tothePurchaser/Consigneeforthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want ofreceipted copies of Inspection Note from the consignee and the consignee has not complainedabout the non-receipt, shortage, or defects in the supplies made, balance amount will be paid bythe paying authority without consignee's receipt certificate after three months from the date of theprecedingpartpaymentforthe goodsin question,subjecttothefollowingconditions:
(a) Thesupplierwillmakegoodanydefectordeficiencythattheconsignee(s)mayreportwithinsix monthsfromthe date ofdespatchofgoods.
(b) Delayin supplies,ifany, hasbeenregularized.
(c) Thecontract pricewhereitissubject tovariationhasbeenfinalized.
(d) Thesupplierfurnishesthefollowingundertakings:

“I/We,_____certify that I/We have not received back the Inspection Note duly receipted bythe consignee or any communication from the purchaser or the consignee about non-receipt,shortageordefectsinthegoodssupplied.I/We _____agreetomakegoodanydefectordeficiency that the consignee may report within three months from the date of receipt of thisbalancepayment.

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the timeschedulespecifiedbythePurchaser/ConsigneeintheListofRequirementsandasincorporatedin the contract. The time for and the date of delivery of the goods stipulated in the schedule shallbe deemed to be of the essence of the contract and the delivery must be completed no later thanthedata(s)as specifiedinthe contract.
- 22.2 SubjecttotheprovisionunderGCCclause26,anyunexcuseddelaybythesupplierinmaintainingitscont ractualobligationstowardsdeliveryofgoodsandperformanceofservicesshallrenderthe supplierliabletoany oralofthe followingsanctions:
(i) Impositionofliquidateddamages,
(ii) Forfeiture ofitsperformance securityand

(iii) Terminationofthe contractfordefault.

- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hinderingtimely delivery of the goods and performance of services, the supplier shall promptly inform thePurchaser/Consignee in writing about the same and its likely duration and make a request to thePurchaser/Consigneeforextensionofthedeliveryscheduleaccordingly.Onreceivingthe supplier'scommunication,thePurchaser/Consigneeshall examinethesituationas soonaspossibleand, atitsdiscretion,mayagreetoextendthedeliveryschedule,withorwithoutliquidated damages for completion of supplier's contractual obligations by issuing an amendmentto thecontract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendmentletterextendingthedelivery periodshall,interalia containthefollowingconditions:
- (a) ThePurchaser/Consigneeshallrecoverfromthesupplier,undertheprovisionsoftheclause 23 of the General Conditions of Contract, liquidated damages on the goods andservices, which the Supplier has failed to deliver within the delivery period stipulated in thecontract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation inthe contract for increase in price on any other ground and, also including statutory increasein or fresh imposition of customs duty and/or GST or on account of any other tax or dutywhich may be levied in respect of the goods and services specified in the contract, whichtakesplaceafterthedateofdeliverystipulatedinthecontractshallbeadmissibleonsuchof the said goods and services as are delivered and performed after the date of the deliverystipulatedinthe contract.
 - (c) Butnevertheless,thePurchaser/Consigneeshallbeentitledtothebenefitofanydecreasein price on account of reduction in or remission of customs duty and/or GST or any otherduty or tax or levy or on account of any other grounds, which takes place after the expiry ofthedateofdeliverystipulatedinthe contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier isrequired to apply to the Purchaser/Consignee forextension ofdeliveryperiod and obtain thesame 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 otherexpensereLATEDtosuchsupply shalllieagainstthepurchaser.
- 22.6.1 PassingofProperty:
- 22.6.2 The property in the goods shall not pass to the purchaser unless and until the goods have beendeliveredtothe consigneeinaccordancewiththeconditionsofthecontract.
- 22.6.3 Where there is a contract for sale of specific goods and the supplier is bound to do something tothe goods for the purpose of putting them into a deliverable state the property does not passuntilsuch thingisdone.
- 22.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein istransferredtothepurchaser.

23. Liquidatedddamages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of thegoodsorfailstoperformtheserviceswithinthetimeframe(s)incorporatedinthecontractincluding opening of office in India as per the undertaking given in the qualification criteria, thePurchaser/Consigneeshall,withoutprejudicetootherrightsandremediesavailabletothePurchaser/Consigneeunderthecontract,deductfromthecontractprice,asliquidateddamages,asumequivalentto 0.5%perweekofdelayorpartthereofondelayedsupplyofgoods,installation, commissioningand/or services until actual delivery or performance subject to amaximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee mayconsidertermination ofthe contractas perGCC 24.*Since the Liquidated damages are invirtue of non-performance of services, it will attract GST or any other applicable taxeswhichinturnshallbe deductedfromthebidder.* Duringtheabove-mentioneddelayedperiodofsupplyand/orperformance,theconditionsincorporated under GCCsub-clause22.4 aboveshallalsoapply.

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 or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanctions so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non — performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent action taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Purchaser/Consignee reserves 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 time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

- 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

thesuppliertowardstheremainingportionofthegoodsandservices.

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 day 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 constructed 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.

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.

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

- 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
LISTOFREQUIREMENTS

PartI

DEPARTMENT OF BIOCHEMISTRY						
Item No.	Tender ID	Name of the Item	Qty	Unit	Warranty Period	CMC Period
1	AIIMS/R/CS/Bio/03-610/23/GTE	LCMS/ MS System	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:

RequiredTermsofDeliveryand Destination:

- a) ForIndigenousgoodsor forimportedgoodsifsuppliedfromIndia:AtConsigneeSite(s)**
- b) ForImportedgoodsdirectlyfromabroad:**

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basisgiving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser willplacetheorderon CIPNamedPortofDestination basis.

Insurance (local transportation and storage) would be extended and borne by the SupplieroritsIndianSubsidiary/Agentfromwarehousetotheconsigneesiteforaperiodin cluding3months beyond dateofdelivery.

Destination/Consigneedetails:

A list of Consignee is given in Section XIX. The goods mentioned at Part-I in this section areintended to be supplied to the following hospitals/medical institutes. However, order may be placedfor anyhospital/instituteacrossIndia.

SECTION – VII TECHNICAL SPECIFICATIONS

Technical specification for supply and installation of LCMC/MS System

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. **L1 firm will be decided on the basis of total price of item including all taxes & duty + 5 years Warranty + All Accessories+5 years CMC .**
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 BENCHTOP LCMS/MS SYSTEM

Benchtop LC-MS/MS Purpose - For the detection of various metabolites of Inborn Errors of Metabolism (IEM) in neonates and children

Essential condition 1—It is essential that analysis of all of the Amino acids eg (Ala, Arg, Asp, Citru, Glu, Gly, Leu/Isoleu, Meth, Orn, Phe ala, Pro, Tyr, Val,), fatty acid acyl carnitine (Carnitine, C2 to C18-carnitine), succinyl acetone and lysosomal storage disorders biomarkers (Lyso GL-1, Lyso GL-3, etc) should be possible on this platform/ equipment. It is essential that vendors should specify the system performance parameters clearly and all the specification quoted should be available writing in their original company brochure or product data sheet. Point-wise compliance sheet must be provided enclosed with tender along with supporting documents/ certificates, otherwise offer will be technically rejected

Essential condition 2— This system should be compatible for applications such as Drug or abuse studies, Forensics & Toxicology study, Cancer research for finding small molecule & peptide level biomarkers, neurotransmitters identification. System should have capability to do metabolite identification & various metabolite degradation pathways. It should have capability to be used for understanding pharmacokinetics & pharmacodynamics studies. System should have capability to correlate structure pattern by doing fragmentations of same compounds multiple times.

Features	Technical Specification (Turnkey basis)
Pump Type	Binary gradient high pressure mixing with online vacuum degasser
pump Minimum operation pressure	18500 psi or better
Flow rate	0.1 µL- 3000 µL/min
Flow rate precision	RSD < 0.06%
Auto sampler	
Tray type	Suitable for at least 2x 96 well plates rack and 2x 1.5 mL/2x2.0 vials (min.100)
Tray temperature or thermostatic vial compartment	4-40 degree centigrade
Column heater temperature/column oven	10°C to 80°C
Injector volume	0.1 to 50 µL
Carryover for auto injector	Less than 0.0015% or better
Software	I. Must be suitable to integrate the complete function with the mass spectrometer. II. Software upgradation should be made free during the period of warranty and CMC.
Mass spectrometer	Ionization source should be ESI and APCI +ve and -ve modes, Simple interface for maintaining cleanliness of ion optics and optimized ion de-clustering.
MS-flow rate	ESI flow rate should be 5 µL to 3.0 mL/min
Mass range	10-2000 AMU or better
Mass Analyzer:	Quadrupole and Linear ion trap in the ion optics to minimize the ion losses & to

Quadrupole & Linear Ion Trap	perform various sets of experiments by selection, fragmenting, trapping our compounds of interest.
MRM sensitivity	I. MRM ESI Positive mode of the instrument must have S/N >200000:1 for 1 pg on column injection of reserpine, MRM ESI negative mode of the instrument must have S/N >200000:1 for 1 pg on column injection of chloramphenicol.II. Using the APCI source in positive mode should have the S/N 30: 1 or better
Desolvation temperature	≥750 deg C for both ESI and APCI. It should be controlled from same instrument software for entire temperature range.
Integrated Auto tuning /calibration device	An infusion device should be integral to the instrument and must be controllable from the instrument software. The calibration of mass spectrometer should be fully automated
Mass resolution	≤ 0.2 Da or better
Collision cell	I. Mention the collision gas required and should be supplied free of cost during warranty period. II. The design should eliminate cross talk and it must be minimal. III. Any extra gas and cylinder with appropriate dual stage regulators required should be provided free of cost if required.
Detector	Electron multiplier /Photomultiplier detector to ensure wide dynamic linear range
Dynamic range	Minimum 5 orders or higher
Scan speed	20000 Da per second or higher
Scan modes	I. MS Scanning II. SIM/SRM III. Precursor ion scan, Product ion scan IV. Neutral ion scan, V. MRM, VI. Alternating polarity between scans for any of the above modes, any other advanced scanning mode over the traditional MRM scan mode enabling higher sensitivity and specificity will be given preference. VII. MS/MS/MS VIII. MRM³ IX. Enhanced Product Ion, X. Enhanced MS Scan, XI. Enhanced resolution,
Advanced feature of product ion scan	The instrument should have the capability to accumulate ions in triple quadrupole to enhance the signal intensity of full scan product ion spectra. Preferences will be given to those systems having capability to store & fragment daughter ions in third quadrupole to increase sensitivity.
MS/MS/MS & MRM³	System should have MS³ & MRM³ mode
Calibration	Should be fully automated and quantitative optimization under control of software.
Nitrogen generator and air compressor	I. Extremely Low noise Nitrogen generator and built in air compressor. II. Specify and quote if additional gas cylinders are required.
Mass stability	≤ 0.1 Da over a 24 hr period
Polarity switching	≤50 msec
Software	I. The software must be capable of giving full interface to UHPLC & MS operation II. All the software's required for Data acquisition, workstation, analyzing and interpreting IEM and small molecules must be included. (NBS application based specific software must be quoted and provided). III. Software provided must be latest, original, licensed universal with catalogue no. IV. Should be able to perform automated data acquisition calculation and flagging of positive result. V. Should be upgraded within the warranty and CMC period as and whenever upgrades are released. VI. Windows based automated software for machine control, data collection and data processing, single and multiple reaction monitoring and auto MS/MS data collection.
Computer processor and printer	I. Branded latest computer with specification, i7 core or better, 8th generation processor, 16GB or higher RAM, 64-bit, 2X2 TB HDD with RAID 1 configuration, DVD RW (CD RW capable), 3 Ethernet ports, 2 single port Broadcom cards or factory recommended configuration should be provided. Mouse and keyboard with at least 28" wide ultra-sharp monitor with each computer along with laser printer and scanner, The Compatibility with the equipment should be guaranteed by the vendor.

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

	<p>II. One more computer of above mentioned configuration for the processing and data storage, linking purposes.</p> <p>III. Computers should be provided with the operating system & necessary software.</p>
UPS	A 10 KVA or suitable online UPS for giving standalone support to entire system for minimum 60 minutes.
System requirement (Technical and Application support)	<p>I. The system should be open and capable of handling at least two commercially available certified kits for NBS including patient report generation for IEM.</p> <p>II. An unconditional technical and application (methods development) support should be offered onsite and on call during the warranty period 5 years, under offered prices. Machine breakdown time should not exceed beyond 72 hr.</p>
Kits/Accessories & other sample preparation accessories for sample processing.	<p>I. Newborn Screening with LC-MS/MS - Non Derivatised- for 960 Analysis (1 Kit)</p> <p>II. Vitamin D Analysis (1 Kit)</p> <p>III. Reagent kit for Steroids in Serum / Plasma with Sample Clean Up Columns by LCMS/MS; For 96 determinations (1 Kit)</p> <p>IV. Equipment should be supplied with enough number of IVD kits that are required for conducting 960 tests, for each diagnostic metabolite, for at least 35 metabolic (IEM) disorders.</p> <p>V. Kit and supply should include complete and enough application components like solvents, internal calibrant, Dried blood spots, Lancets, Tubings, columns etc. to run the sample up to complete NBS screening.</p> <p>VI. DBS puncture (01).</p> <p>VII. VI. Barcode reader and its accessories for full operation.</p> <p>VIII. Tools and preventive maintenance kits and all the accessories should be provided for successful demonstration of specifications and application.</p> <p>IX. Sonicator</p> <p>X. Weighing Balance</p> <p>XI. Refrigerated Centrifuge for Diagnostic Applications</p> <p>XII. Pipette Set for Diagnostic Applications (Make Eppendorf)</p> <p>XIII. pH Meter</p> <p>XIV. Small Glass Peripherals such as vials etc</p> <p>XV. Table for MS and All Accessories</p> <p>XVI. Branded Split ACs for the MS room with Stabilizers</p>
Warranty, Training and operator and other essentials qualification criteria	<p>I. Complete setup should be provided with warranty of 5 Years and CMC period of 5 years. Warranty & CMC should include third party items also.</p> <p>II. On-site Operator for 1 Year at AIIMS Raipur should be provided</p> <p>III. Staggered training with full support of 1-2 persons that are organized by your firms throughout the year across India/outside India</p> <p>IV. Company should specify the system performance parameter clearly and all the specification quoted should be available in their original company brochure.</p> <p>V. Company should provide list of government institute along with satisfactory performance certificate where the machines are in functional state for NBS/IEM additionally should have minimum 3-5 installations in INDIA for clinical applications.</p>

• **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 total CMC contract value 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, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) **All software updates should be provided free of cost during CMC.**
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

5. Site Modification Work:

TenderEnquiryNo.:AIIMS/R/CS/Bio/03-610/23/GTE

Site Modification Work is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Site Modification Work details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Site Modification Work of each Hospital/Institution/Medical College. The Site Modification Work costs to be quoted in Indian Rupee will be added for Ranking Purpose.

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 duties and taxes and no claim for the same will be entertained later.

The Site Modification Work should completely comply with AERB requirement, if any.

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1A(iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note

3: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS).

The successful tenderer will be required to undertake to provide this cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel on site for a minimum period of 1 month.

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

Section –VIII

QualityControl Requirements

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

Date of openingTime

Nameand address ofthe Tenderer:

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

Nameofthe manufacturer

- a. full postal address
- b. full addressofthepremises
- e. telephone number
- f. fax number

02 Plantandmachinerydetails:

03 Manufacturing process details:

04 Monthly(single shift) productioncapacityof goodsquotedfor

- a. normal
- b. maximum

05 Total annual turn-over(valuein Rupees)06 Qualitycontrolarrangementdetails

- a. forincoming materials and bought-outcomponents
- b. for processcontrol
- c. for final product evaluation07 Testcertificateheld
- a. typetest
- b. BIS/ISOcertification
- c. anyother

08 Details ofstaff

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

SignatureandsealoftheTenderer

Section – IX Qualification Criteria

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)ofthesimilarequipmentmeetingmajorparametersoftechnicalspecificationwhichisfunctioningsatisfactorily.
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-2020andbiddermustcomplywithallprovisionsmentioned intheorder.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 subsequentOrders/NotificationsissuedbyconcernedNodalMinistryforspecific Goods/Products. Theminimum 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,iftheOEMisacompanyandby apracticingcostaccountantoracharteredaccountantforOEMsotherthancompanies as per the Public Procurement (preference to Make-in -India) order2017dated 04.06.2020andits subsequent amendment thereof.In case Buyerhas selected Purchase preference to Micro and Small Enterprises clause in thebid,thesamewillgetprecedenceoverthisclause.
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,SmallandMediumEnterprisesandits subsequentOrders/Notifications issued by concerned Ministry. If the bidder wants to availthe Purchase preference, the bidder must be the manufacturer of the offeredproductincaseofbidforsupplyofgoods.TradersareexcludedfromthepurviewofPublic Procurement Policy for Micro and 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 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 tenderer shall give an affidavit 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 Tenderer 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 pre-determined 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.YourTEdocument No._____dated_____

We,theundersignedhaveexaminedtheabovementionedTEdocument,includingamendment/corrigendumNo._____,dated_____(ifany),thereceiptofwhichisherebyconfirmed.Wenowoffer 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/Bio/03-610/23/GTE

- (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,name and
addressof the Purchaser's/Consignee's authorised
official)Forandonbehalfof_____

Received and accepted this
contract

(Signature, name and address of the
supplier's executiveDulyauthorisedtosignonbeh
alfofthesupplier)

Forandonbehalfof_____

(Name and address of thesupplier)

(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
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit yearwise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3x(4a+4b+4c)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c			

Total value (in figure) _____ (In words) _____

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from (date of expiry of Warranty) and _____ will _____ expire _____ on (date of expiry of CMC).
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 _____ years as contained in the above referred contract on yearly basis for complete equipment (including X-ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, &) and Site Modification Work (if any).
- There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the down time period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/operational manual.

The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least twice in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- All software updates should be provided free of cost during CMC.
- 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 total 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 our entire satisfaction and operator 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,whereverapplicable,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 ISTITUTE MEDICAL SCIENE RAIPURhaving its office at AIIMS Raipur, Tatibandh, Raipur – 492099, (Hereinafter called which expression unless repugnant to the context or meaningthereof 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.1. 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 2. 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.3. 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.4. 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.5. 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 encase 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.6. 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.8. 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.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.