ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
STORE SECTION (NCI),
GROUND FLOOR, C.R.BLOCK, NCI,
BADSA, JHAJJAR, H.R.-124105, INDIA
(Email: nciaiimsstore@gmail.com)

TENDER ENQUIRY DOCUMENT

(Two Bid System for Machinery & Equipments)

Advertised Tender Enquiry No.: T.No.49/NCI/ENT/2026-27/St.

Brief Description of Goods: Rigid Bronchoscope-01Set for ENT (NCI).

SECTION-I

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
NCI, BADSA, JHAJJAR, H.R.
NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No**: T.No.49/NCI/ENT/2026-27/St.**

On behalf of Director, AIIMS, Head, NCI-AIIMS, badsa Jhajjar, Haryana, invites online bids, in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

S. No.	Brief Description of Goods	Quantity	Amount of bid security/EMD (in Rs.)
01.	**Rigid Bronchoscope**	**01No.**	**INR 60,000/-** (in favor of '**AIIMS NCI Jhajjar**' payable at Haryana/New Delhi)

CRITICAL DATE SHEET

Published Date & Time	**08-10-2026 at 04.00 p.m.**
Bid Document Download/Sale Start Date	**08-10-2026 at 04.00 p.m.**
Seek Clarification Start Date	**08-10-2026 at 04.00 p.m.**
Seek Clarification End Date	**18-10-2026 at 02.00 p.m.**
Bid Submission Start Date & Time	**30-10-2026 at 11.00 a.m.**
Bid Submission End Date & Time	**09.11.2026 at 12.00 Noon**
Bid Opening Date & Time	**10-11-2026 at 03.00 p.m.**

Instructions:

1 Bids shall be submitted online only at CPPP website:
https://eprocure.gov.in/eprocure/app

2. The Bidder shall download the Tender Enquiry Document directly from the websites https://eprocure.gov.in/eprocure/app and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be 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.

4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Para No. 11 of GIB of Tender Enquiry Document.

5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document.

6.Intending bidder are advised to visit CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the '**AIIMS NCI Jhajjar','** payable at New Delhi**.** The original Earnest Money/Bid Security must be delivered in the office of **Sr. Store Officer, Store Section (NCI), Ground Floor, C.R. Block, National Cancer Institute (NCI), Badsa, Jhajjar, Haryana-124105** till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

1. "Purchaser" means the organization i.e. AIIMS/Center/Hospital/Department/Sections purchasing goods and services as incorporated in the Tender Enquiry Document.

(ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.

(iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender

(iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.

(iv) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

(v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vi) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.

(vii) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.

(x) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.

(xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.

(xii) "Day" means calendar day.

Abbreviations:

(i) "ATE" means Advertised Tender Enquiry
(ii) "NIT" means Notice Inviting Tenders.
(ii) "GIB" means General Instructions to Bidders
(iii) "SIT" means Special Instructions to Bidders
(iv) "GCC" means General Conditions of Contract
(v) "SCC" means Special Conditions of Contract
(vi) "LC" means Letter of Credit
(vii) "DP" means Delivery Period
(viii) "BG" means Bank Guarantee
(ix) "GST" means Goods & Service Tax
(x) "CD" means Custom Duty
(xi) "BL" means Bill of Lading
(xxi) "FOB" means Free on Board
(xxii) "CIF" means Cost, Insurance and Freight
(xxv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
(xxvi) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
(xxviii) "CAMC" means Comprehensive Annual Maintenance Contract (Including all spare, all accessories, all third party items, labor, and preventive maintenance (04 times in a year)

1. Introduction

2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia,* the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.

1.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the

same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.

1.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

2. Availability of Funds

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

3. Language of Bid

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

4. Eligible Bidders

5.1 This Invitation for Tenders is **open** to all bidder who fulfill the eligibility criteria specified in these documents.

5. 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.

6. Bid Expense

7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid 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 conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

8. Content of Tender Enquiry Document

8.1 In addition to Section I–"Notice Inviting Tender" (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications & General Points
- Section VIII – Qualification Criteria
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI - Check List (Deleted)
- Section XII – Bank Guarantee Form for Bid Security
- Section XIII – Manufacturer's Authorization Form
- Section XIV – Bank Guarantee Form for Performance Security/CAMC Security.
- Section XV – Contract Forms A & B
- Section XVI – Performa of Consignee Receipt Certificate
- Section XVII – Performa of Final Acceptance Certificate by the consignee

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

9. Corrigendum to Tender Enquiry Document

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.

9.2 Corrigendum will be notified through https://eprocure.gov.in/eprocure/app only.

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Document

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet".

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

A) Techno–Commercial Bid (Un-priced Bid)

i) Scanned copy of "EMD/Bid Security" furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of EMD/Bid security to be uploaded.

ii) Scanned copy of "Technical Specifications Quoted" as per **Section-VII** of Tender Enquiry Document viz-a-viz technical specification of the quoted equipment.

iii) Scanned copy of "Technical Brochure/Catalogue of OEM of quoted equipment" detailing its technical parameters.

iv) Scanned copy of "Tender Acceptance Form" as per **Section IX** to be uploaded.

v) Scanned copy of "Performance Statement" as per **Section VIII, Performa 'A'** along with relevant copies of orders and End Users' satisfaction certificate to be uploaded.

vi) Scanned Copy of GST Registration Certificate.

The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":

vii) Scanned copy of Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.

viii) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of "Manufacturer's Authorization Form" as per Section XIII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorization Form to be uploaded.

ix) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer's Authorization Formto be uploaded.

x) Scanned copy of Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.

xi) Scanned copy of Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

xii) Public Procurement (Preference to Make in India) order no. P-45021/2/2017-BE-II dated 15 June, 2017 issued by DPIIT, Ministry of Commerce and Industry as amended from time to time and its subsequent orders notifications issued by concerned Nodal Ministry will be applicable. Scanned copy of local supplier declaration /certificate as per section VIII, Performa 'B' to be uploaded.

xiii) Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July, 2020 regarding sharing issued by Department of Expenditure, Public Procurement Division will be

applicable. Relevant documents regarding this order to be uploaded (if applicable).

xiv) **Purchase preference to Micro and Small Enterprises (MSEs)**: Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

Availability of Service Centers: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

Note:

1. It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

B) Price Bid:

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

Note:

i) Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both Foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.

ii) If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least.

2) Scanned Copy of price bid with prices list of quoted equipment, all spare parts, all accessories, all consumables battery, all third party items etc. as per requirement of Tender Enquiry Document must be uploaded and their rates will be valid till warranty and CAMC period. In case any items

required to maintain the equipment (to make functional) and their rates are not quoted by the firm in the price bid, the same has to be provided by the firm mandatorily at free of cost without any terms & condition.

3) Scanned copy of details from sr. no (vii) to (xiii) of local supplier declaration /certificate as per section VIII, Performa 'B'.

4) In case of found any calculation mistake in the BOQ/Price bid, the unit price will be considered as correct value (unit price x required quantity) and offline price comparative statement will be prepared for calculating L-1 (ranking purpose).

Schedule of price bid in the form of BOQ_XXXX.xls

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BoQ_XXXX.xls 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 tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS New Delhi.

11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:

i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee 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, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

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

11.4 Bid sent by fax/email shall be ignored.

12. Bid Currencies

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USD, EUR, GBP, SGD, AUD, CHF, 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 after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.

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

13 Bid Prices

13.1 The Bidder shall indicate on the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices, applicable taxes and total bid 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 bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder 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 in BoQ.

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 packing charges and GST and Custom Duty 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 duty, which will be payable on the goods in India if the contract is awarded;

c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house 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 (including installation & commissioning, supervision, demonstration and training), at the consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;

e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

f) The price of CAMC, 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 on FOB price at port of loading/ FCA price at airport of loading, as mentioned in List of Requirements, Technical Specification and Price Schedule.

b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.

c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.

d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.

e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)

f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)

g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Taxes and Duties:

13.5.1 **GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

13.5.2 **Custom Duty:** The Purchaser will pay the Custom Duty wherever applicable.

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 Tender Enquiry Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS-2010, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

14. Indian Agent

14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent.
b) The details of the services to be rendered by the agent for the subject requirement.
c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

15. Firm Price

15.1 Unless otherwise specified in the SIB, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIB clause 13 will apply.

16. Alternative Models

16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the Tender document of same manufacturer with single Bid Security.

16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

16.3 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Advertised Tender Enquiry.

17 Documents Establishing Bidder's Eligibility and Qualifications

17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:

a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.

b) In case the bidder 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 Tender Enquiry Document.

18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the

Tender Enquiry Document to establish technical responsiveness of the goods and services offered in its bid.

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

18.3 If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Bid Security (BS)/EMD

19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.

19.3 The bidders who are currently registered with MSME for the specific goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:

i) Account Payee Demand Draft/ Banker's cheque
ii) Fixed Deposit Receipt
iii) Bank Guarantee

19.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of as indicated in the NIT payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.

19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.

19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Bid Validity

20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

21. Signing of Bid

21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

22. Instructions for Online Bid Submission:

22.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app**.**

23. REGISTRATION ON CPP PORTAL:

23.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.

23.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

23.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

23.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode / eMudhra etc.), with their profile.

23.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

23.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

24. SEARCHING FOR TENDER ENQUIRY DOCUMENT

24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

24.1.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP

Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

24.1.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

25. PREPARATION OF BIDS

25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

26. Submission of Bids

26.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

26.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

26.3 Bidder has to select the payment option as "offline" to pay the Bid Security/ EMD as applicable and enter details of the instrument.

26.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The

details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

26.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

26.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

27. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
2) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

28. ASSISTANCE TO BIDDERS

28.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

28.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

E. BID OPENING

29. Opening of Bids

E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

F. SCRUTINY AND EVALUATION OF BIDS

30. Basic Principle

30.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

31. Scrutiny of Bids

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

31.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

31.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

(i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.

(ii) Bid validity is shorter than the required period.

(iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.

(iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.

(v) Bidder 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.

(vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.

(vii) Poor/unsatisfactory past performance.
(viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
(ix) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
(x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
(xi) Bidder has not agreed for the delivery terms and delivery schedule.
(xii) Bidder not submitted valid CDSCO Manufacturing License/Import License/ Registration Certificate, as applicable, along with the bid documents for quoted product.

32. Minor Infirmity/Irregularity/Non-Conformity

32.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

33. Qualification Criteria

33.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

34. Conversion of bid currencies to Indian Rupees

34.1 In case the Tender Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder 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 Bid' opening.

35. Schedule-wise Evaluation

35.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidder have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

36. Comparison of Bids

36.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices, CAMC prices and consumables required for 10 years (As detailed in the BOQ, if any) will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for 8 years after the warranty of 02 years period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

37. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders

37.1 Further to GIB Clause 36 above, the purchaser's evaluation of a bid will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and

ii) in the case of goods of foreign origin offered from abroad, Custom Duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

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

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

38. Bidder's capability to perform the contract

38.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid 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.

38.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

39. Contacting the Purchaser

39.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

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

G. AWARD OF CONTRACT

40. Purchaser's Right to accept any bid and to reject any or all bids.

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

41. Award Criteria

41.1 Subject to GIT clause 40 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 38.

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

42.1 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 bidder.

42.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the contract (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.

43. Notification of Award

43.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the

goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

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

44. Issue of Contract

44.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

44.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

44.3 The Purchaser reserve the right to issue the Notification of Award consignee wise.

45. Non-receipt of Performance Security and Contract by the Purchaser

45.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

46. Return of Bid Security/EMD

46.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

47. Publication of Bid Result

47.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

48. Corrupt or Fraudulent Practices

48.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User 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 bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION – III

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:
In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 47	Award of Contract	No Change
H	48	Corrupt or Fraudulent Practices	No Change

Note: Bidder must uploaded scanned copy of price bid (in price bid section only, do not disclose prices in the technical bid) with prices list of quoted equipment, all spare parts, all accessories, all consumables battery, all third party items etc. as per requirement of Tender Enquiry Document must be uploaded and their rates will be valid till warranty and CAMC period. **In case any items required to maintain the equipment (to make functional) and their rates are not quoted by the firm in the price bid, the same has to be provided by the firm mandatorily at free of cost without any terms & condition**.

In case of found any calculation mistake in the BOQ/Price bid, the unit price will be considered as correct value (unit price x required quantity) and offline price comparative statement will be prepared for calculating L-1 (ranking purpose).

Bid Condition for CDSCO Compliance:

- "The offered product/items, wherever applicable under Medical Devices Rules, 2017 and subsequent amendments issued by CDSCO, shall be registered/licensed with CDSCO.
- The bidder shall submit valid CDSCO Manufacturing License / Import License / Registration Certificate, as applicable, along with the bid documents.
- In case the offered item is not covered under CDSCO regulations, the bidder shall submit a self-declaration on the firm's letterhead stating that the quoted item does not require CDSCO registration/license under prevailing CDSCO rules."
- "Only those products shall be accepted which comply with applicable CDSCO regulations and possess valid statutory approvals/licenses wherever required."
- For imported products specifically:
- "For imported medical devices, the bidder/authorized agent must submit a valid CDSCO Import License (Form MD-15) issued under Medical Devices Rules, 2017, wherever applicable."
- For Indian manufacturers:
- "For domestically manufactured medical devices, the manufacturer shall possess a valid Manufacturing License issued by the competent licensing authority under CDSCO/State Licensing Authority, wherever applicable."
- "Any discrepancy/non-compliance regarding CDSCO certification at any stage may lead to rejection of the bid/cancellation of supply order."
- In case the tendered product does not fall under the purview of the Medical Devices Rules, 2017, as amended from time to time, and is not regulated by the CDSCO, the bidder shall submit an undertaking to this effect along with the Technical Bid. The undertaking shall clearly state that the offered product is not covered under the applicable provisions of the Medical Devices Rules, 2017/CDSCO regulations. In the event that any information or declaration furnished by the bidder is found to be false, incorrect or misleading at any stage, the bidder shall be solely responsible for the same and shall be liable for action as per the terms and conditions of the tender, including rejection of the bid/termination of the contract, as applicable.

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SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule. The undertaking for compliance of Govt. OM's regarding Land Border Sharing country is to be furnished by the firm in the technical bid.

5. Performance Security

5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to **five percent (5%)** of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations. The PBG shall be drawn in favour of the '**AIIMS NCI Jhajjar,** payable at Haryana/New Delhi.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form – B' in Section XV with

respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub–clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS/Chief of Centers/MS of Hospital/ Head of the Department/ Dean as per the format in Section XIV.

6. Technical Specifications and General Points

6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

7. Packing and Marking:

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

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

7.3 **Packing instructions:**

Unless otherwise mentioned in the Technical Specification under Sections VII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

a. Contract number and date
b. Brief description of goods including quantity
c. Packing list reference number
d. Country of origin of goods
e. Consignee's name and full address and
f. Supplier's name and address

8. Inspection, Testing and Quality Control:

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's program for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(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 re-submit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-dispatch 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 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-dispatch 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 suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bereau Veritas, TUV etc. prior to dispatch 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 supplier shall not arrange part-shipments 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.

11. Insurance

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

i) In case of supply of domestic goods on Free Delivery at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) In case of supply of the imported goods on CIP (named port of Destination Basis), the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to ware house (consignee site) on all risk basis.

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

12. Spare parts

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

a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

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

13. Incidental Services

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

i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
ii) Turnkey work (if any).
iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.
iv) Supplying required number of operation & maintenance manual for the goods.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser 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:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned, the complete details of dispatch and also supply following documents by air mail / courier etc. with intimation by e-mail:

a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;

b) Packing list;

c) Certificate of country of origin;

d) Bill of Lading/Airway Bill;

e) Insurance Certificate; (if applicable)

f) Manufacturer's guarantee and Inspection certificate; (if applicable)

g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)

h) Any other document(s) as and if required in terms of the contract.

15. Warranty and CAMC

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 include all spares, accessories, all third party items, UPS, battery, labour (except consumables) and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.3 The Comprehensive Annual Maintenance Contract shall include all spares, accessories, all third party items, UPS, battery, labour (except consumables) and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all spares, accessories, all third party items, UPS, battery, labour (except consumables) items and turnkey work and it will also cover the following, wherever applicable: -

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of spare parts, accessories, sensors, all third party items etc.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

15.5 In case of any claim arising out of this warranty and CAMC period 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 unless revised in SCC in Section V of Tender Enquiry Document.

15.6 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 conditions laid down in the Tender Enquiry Document.

15.7 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 upto the completion of the original warranty period of the main equipment.

15.8 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.

15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods

15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment's supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment's/machines/goods etc. and shall always give the most competitive price for its machines/equipment's supplied to the Purchaser/Consignee.

15.13 Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of life by the OEM before this period.

15.14 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

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

18. Modification of Contract

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

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

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier

shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract except for any price adjustment authorized in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Indigenous Goods (M&E) Or Foreign Origin Located Within India.

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

a) On delivery: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

(i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;

(ii) Consignee Receipt Certificate as per Section XVII of Tender document in original issued by the authorized representative of the consignee;

b) On Acceptance: Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable) & submission of PBG of 5% order value in favour of '**AIIMS NCI Jhajjar**, payable at Haryana/New Delhi.

B) Payment for Imported Goods(M&E): Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) **On Shipment**: Seventy Five (75)% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air 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) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;

ii) Packing list;

iii) Certificate of country of origin;

iv) Negotiable clean Bill of Lading/Airway Bill;

v) Insurance Certificate; (if applicable)

vi) Manufacturer's guarantee and Inspection certificate; (if applicable)

vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)

viii)Any other document(s) as and if required in terms of the contract.

b) **On Acceptance**: Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User 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. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable) & submission of PBG of 5% order value in favour of '**AIIMS NCI Jhajjar**, payable at New Delhi.

c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer.

d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training), if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.

e) **Payment of Indian Agency Commission**: Indian Agency Commission (IAC) will be paid to the Authorised manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange

variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User.

C) **Payment of Turnkey Work (Civil/Electrical/Air-Conditioning Works) at site:** The payment related to Civil/Electrical/Air-Conditioning Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. The payment for Civil/Electrical/Air-Conditioning works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

D) **Payment for Annual Comprehensive Maintenance Contract Charges**: The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment (**in favour of AIIMS NCI Jhajjar**) as per contract in the prescribed format given in Section XV of the Tender document valid till 3 months after expiry of entire CMC period. The Performance Bank Guarantee for CMC will be applicable in case of contract value is more than Rs.10 lakhs.

21.2 Terms of payment for imported goods

21.2.1 The supplier shall not claim any interest on payments under the contract.

21.2.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.2.3 Irrevocable & non–transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser, the charges thereof shall be borne by the supplier.

21.2.4 The payment shall be made in the currency/currencies authorised in the contract.

21.2.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

21.2.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that, payment has been fulfilled as required under the contract.

21.2.7 While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

22. Delivery

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) Imposition of liquidated damages,
(ii) Forfeiture of its Performance Security and
(iii) Termination of the Contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

1) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in

respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.

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

22.6 Passing of Property:

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

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

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

23. Liquidated Damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

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

24. Termination for Default

24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, 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 pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 The Performance Security in such cases will be forfeited.

24.3 Unless otherwise instructed by the Purchaser, 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.

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 sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

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 in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser 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 is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for Convenience

27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser'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. 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 the supplier towards the remaining portion of the goods and services.

28. Governing Language

28.1 The contract shall be written in English language following the provision as contained in GIB 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 or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the

parties for exchanging such notices will be the addresses as incorporated in the contract.

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

30. Resolution of Disputes

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

30.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs.1,00,000/-)

30.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India

31. Applicable Law

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 under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

32.1 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. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

34. Bid Condition for CDSCO Compliance:

- "The offered product/items, wherever applicable under Medical Devices Rules, 2017 and subsequent amendments issued by CDSCO, shall be registered/licensed with CDSCO.
- The bidder shall submit valid CDSCO Manufacturing License / Import License / Registration Certificate, as applicable, along with the bid documents.
- In case the offered item is not covered under CDSCO regulations, the bidder shall submit a self-declaration on the firm's letterhead stating that the quoted item does not require CDSCO registration/license under prevailing CDSCO rules."
- "Only those products shall be accepted which comply with applicable CDSCO regulations and possess valid statutory approvals/licenses wherever required."
- For imported products specifically:
- "For imported medical devices, the bidder/authorized agent must submit a valid CDSCO Import License (Form MD-15) issued under Medical Devices Rules, 2017, wherever applicable."
- For Indian manufacturers:
- "For domestically manufactured medical devices, the manufacturer shall possess a valid Manufacturing License issued by the competent licensing authority under CDSCO/State Licensing Authority, wherever applicable."
- "Any discrepancy/non-compliance regarding CDSCO certification at any stage may lead to rejection of the bid/cancellation of supply order."
- In case the tendered product does not fall under the purview of the Medical Devices Rules, 2017, as amended from time to time, and is not regulated by the CDSCO, the bidder shall submit an undertaking to this effect along with the Technical Bid. The undertaking shall clearly state that the offered product is not covered under the applicable provisions of the Medical

Devices Rules, 2017/CDSCO regulations. In the event that any information or declaration furnished by the bidder is found to be false, incorrect or misleading at any stage, the bidder shall be solely responsible for the same and shall be liable for action as per the terms and conditions of the tender, including rejection of the bid/termination of the contract, as applicable.

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 conditions will be as mentioned in the list of requirement as per section VI of the Tender Enquiry Document.

SECTION – VI

LIST OF REQUIREMENTS

Part I

Sl. No.	Name of Equipment	Consignee	Quantity per Deptt. (No.)	Total Quantity per Schedule (No.)	Warranty Period	CAMC period after warranty
1	Rigid Bronchoscope	ENT (NCI-Jhajjar)	01	01	02 years	08 years

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:
180 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:
180 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period).

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date 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.

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13.

Part IV: Turnkey Work (if any) as per details in Technical Specification.

Part-V: Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.
Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India:
Free Delivery at Consignee's Site(s)

b) For Imported goods directly from abroad:

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

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

SECTION–VII
TECHNICAL SPECIFICATION AND GENERAL POINTS

DEPARTMENT OF ENT (NCI-AIIMS)

Item Name: Purchase of 'Rigid Bronchoscope (Qty: 01No.)		
S.No.	**TECHNICAL SPECIFICATIONS**	
A.	**Adult Bronchoscopes & Forceps**	
1.	Stainless steel Ventilating bronchial tube of external diameter 6.5-7.5mm and length 35-45cm	01
2.	Stainless steel Ventilating bronchial tube of external diameter 7.5-8.5mm and length 35-45cm	01
3.	Stainless steel Ventilating bronchial tube of external diameter 8.5-9.5mm and length 35-45cm	01
4.	Stainless steel Ventilating bronchial tube of external diameter 9.5-10.5mm and length 35-45cm	01
5.	Stainless steel Ventilating bronchial tube of external diameter 12-14mm and length 35-45cm	01
6.	Straight Forward Telescope 0^0 Diameter 5-6mm, Length 45-55cm	01
7.	Straight Forward Telescope 30^0 Diameter 5-6mm, Length 45-55cm	01
8.	Straight Forward Telescope 0^0 Diameter 4-5mm, Length 45-55cm	01
9.	Grasping Forceps alligator Diameter 2-3mm Working length 45-50cm	01
10.	Grasping Forceps Pointed Diameter 2-3mm Working length 45-50cm	01
11.	Grasping Forceps Spoon Shaped Diameter 2-3mm Working length 45-50cm	01
12.	Grasping Forceps Universal Diameter 2-3mm Working length 45-50cm	02
13.	Grasping Forceps Oval Cupped Jaw Diameter 2-3mm Working length 45-50cm	01
14.	Optical Forceps Alligator	01
16.	Optical Forceps Spoon Shaped	01
17.	Optical Forceps Universal	02
B.	**Pediatric Bronchoscopes & Forceps**	
1.	Stainless steel Ventilating bronchial tube of external diameter 3.5-4.5mm and length 15-25cm	01
2.	Stainless steel Ventilating bronchial tube of external diameter 4.5-5.5mm and length 15-25cm	01
3.	Stainless steel Ventilating bronchial tube of external diameter 5.5-6.5mm and length 15-25cm	01
4.	Straight Forward Telescope 0^0 Diameter 2.5-3.5mm Length 30-40cm	01
5.	Straight Forward Telescope 30^0 Diameter 2.5-3.5mm Length 30-40cm	01
6.	Grasping Forceps alligator Diameter 1-2mm Working length 30-40cm	01
7.	Grasping Forceps Pointed Diameter 2-3mm Working length 30-40cm	01
8.	Grasping Forceps Spoon Shaped Diameter 2-3mm Working length 30-40cm	01
8.	Grasping Forceps Universal Diameter 2-3mm Working length 30-40cm	02
9.	Grasping Forceps Oval Cupped Jaw Diameter 2-3mm Working length 30-40cm	01
10.	Optical Forceps Alligator	01
11.	Optical Forceps Spoon Shaped	01
12.	Optical Forceps Universal	01
C.	**Essential accessories**	
1.	Rigid suction tubes, diameter 3.5-4.5 mm and working Length 35-50cm	20
2.	Rigid Suction Tubes diameter 1.5-2.5 mm and working Length 35-50cm	20
3.	Sponge Holder working Length 35-50cm	20
4.	Cotton Applicator working Length 35-50cm	20
5.	Completer Set Includes Flexible and Rigid suction catheters with Adaptors	50
6.	Rigid cleaning brushes.	10
7.	Carrying case	01
8.	Prismatic Deflector	5
D	**All Instruments should be made of International quality of stainless steel.**	

E	**Product Code and Manufacture Name should be engraved on each instrument.**
F	**All Instruments should be free from magnetic effect.**
G	**All essential cables, connectors and adaptors to be provided.**
H	**Undertaking should be given from principle at the time of supply that none of the instruments are refurbished. Certificate should also enclose.**
I	**Universal Base should have Port for jet ventilation.**
L	**The system should be fully functional with all required hardware**
M	**All Instruments should free from rusting at least for 10 years and if there is rusting before 10 years then firm should replace it.**
N	**All Instruments should be leak proof.**
O	**Demo must be provided.**
P	**Should mention the price for consumable/accessory/spare separately (Particularly Ballon, Prismatic Deflector, Syringe, Silicon Spray etc.) in the price bid section with break-up price of all items. The rates will remain valid for 10 years (during warranty and CAMC period).**

OTHER CONDITIONS:

1.	The system must be easy to integrate with other system of the Lab, LIS and HIS.
2.	The software and guideline up-gradation will be provided every year/immediately by the company. All up-gradations will be provided free of cost till warranty and CAMC period.
3.	The Original Equipment Manufacturer (OEM) provide an undertaking affirming their responsibility to ensure continuous service delivery throughout the warranty and CAMC periods, even in the event of a change in the authorized distributor /vendor for any season.
4.	Accessories & Consumable: The price list of all spares parts, accessories, consumable items, all third party items (required to use & make functional equipment) should be quoted separately in the Financial bid section (PDF) and the quoted rates will be valid till the warranty & CAMC period (i.e. 10 years) from the date of installation of equipment. If, the price of any spares, consumables/accessories/parts/thirty party item is not quoted by the firm in the price bid and will required in future to run the system, the same has to be supplied by the firm at free of cost without any further term & conditions.
5.	• The product or its earlier model should have been marketed in the national and international market for at least 2 years. • The parent company should certify that the quoted product is not going to be out of assembly line for at least 10 years from date of quotation. • If the equipment is software based and new software is introduced within 10 years, all the updates will be provided by the OEM/Supplier at free of cost.
6.	Compliance Statement: The vendor must provide, in tabular form a comparative chart of the required technical specification and technical specification of the quoted product. The vendor must give the relevant page number and paragraph number, in their literature regarding that technical information in the technical bid. Merely stating "complies" or meets requirement" will lead to assumption that the quoted product does not have the required feature.

7.	<u>Important Conditions:</u> • The bidder must quote rates of equipment with 02 (two) years onsite Comprehensive warranty (Including all spares, accessories, batteries, 3rd party items and labor) from the date of Installation of equipment. Further bidder must quote rates for 8 (eight) years (with break-up price on year-to-year basis) Comprehensive Annual Maintenance Contract (CAMC) Including all spares, all accessories, battery, all third-party items and labor, after expiry of two years comprehensive warranty. In case, bidder not quoted rates for CAMC, it will be treated included and must be provide 10 years comprehensive warranty within quoted rates of equipment. No CAMC proposal will be considered later on. **The cost of equipment + CAMC (NPV) charges inclusive of GST, will be considered for ranking (L-1) purpose.** • All software updates till the period of 10 years to be provided free of cost • The L-1 bidder must submit copies of previous supply order placed by AIIMS, New Delhi or any other Govt./reputed Pvt. Hospitals/Organizations within one week of receiving the information for ascertaining the price reasonability of quoted equipment/instruments.
8.	Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present in India having selling experience of more than 02 years in government institutes/hospitals.
9.	In no case the instrument should remain in non-working condition for more than 7 days, beyond which a penalty as per the rules of the institute will be levied.
10.	The vendor should have a good service and application back up along with instruments to provide an effective trouble shooting and support. (Response time <24 hours).
11.	All technical bids comparative statement to the tender specifications must be enclosed along with reference no., paragraph no. from original catalogue of the equipment.
12.	Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present in India having selling experience of more than 2 years.
13.	The principal firm has to certify that spares, consumables, accessories & support shall be available for next 10 years.
14.	It will be responsibility of the vendor to submit proposal of CAMC at least 6 months before expiry of warranty for preparing CAMC agreement, The CAMC will be enforced immediately after expiry of warranty period and it would be the responsibility of firm to maintain the equipment continually as per tender terms & conditions.
15.	If desired by the TSEC, Demonstration of quoted product would be mandatory at AIIMS, NCI premises. Only seven days' period will be given for preparation of demo unit and not further extension will be provided. All bidders are advised to keep ready their quoted product for demonstration. None attending demo meeting/non-demonstration of quoted product, the bid will be summarily rejected.

16.	Proper training to user faculty, OT technical/nursing staff for the use of the equipment will be provided by the company vendor at free of cost.

Bidders must consider & upload the following documents in the Technical bid & price bid.

1. Tender acceptance Form (as per bid format)
2. Manufacturers Authorization Certificate (As per bid format)
3. Country of origin of quoted product.
4. Product brochure
5. Uploaded valid CDSCO Manufacturing License/Import License/Registration Certificate, under Medical Devices Rules-2017 and subsequent amendments issued by CDSCO, as applicable, along with the bid documents for quoted product.
6. Technical bid (with Make, Model and detailed scope of supply)
7. Technical Compliance Statement (in tabular form)
8. Product Certifications.
9. Complete terms & conditions (Including warranty, CAMC, bank details, mode of shipment, taxes, etc.)
10. Product HSN Code & Sellers GeM ID number must be mentioned in the technical bid.
11. Details of Service Centre, (Complete Address)
12. Bidders Registration Certificate, GST certificate, drug license (if applicable).
13. Financial bids should be in the format provided in the CPP portal and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.
14. Price bid (with complete scope of supply, price break-up of all items), complete list of Transducers, spares, accessories, electrodes, consumables for quoted product must be uploaded in pdf at financial bid (space given in the CPP Portal).
15. Bidders must quote rates of all spares, accessories, consumables (with break-up price of each item) separately (in PDF) and the quoted rates will remain valid for 10 years (warranty & CAMC period) for future purchases as and when required basis.
16. In case any item (spares, accessories, consumables) required to run the system and firm did not quoted rates of those items in their price bid, the same mandatorily will be supplied by the firms at Free of Cost without any condition.

****

B. GENERAL POINTS

1. **Warranty:**

a) The bidders must quote for 02 (two) years (onsite Comprehensive warranty (Including all spares, accessories, batteries, 3rd party items and labour) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the user department.

b) The warranty charges shall not be quoted separately.

c) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.

d) All software updates should be provided free of cost during Comprehensive Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of Institution 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 Bidder/Indian Agent. Undertaking by the Principals in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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 User Department.

4. Comprehensive Annual Maintenance Contract (CAMC) of subject equipment:

a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include all spares, accessories, batteries, 3rd party items and labour) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the user department, preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period (two years) may be quoted for next eight years on yearly basis for complete equipment including third party items as per Price Schedule.

b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.

c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.

d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Performa given in Tender document) in favour of **"AIIMS NCI Jhajjar**" payable at Haryana/Delhi valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakhs.

e) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.

f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

5. Uptime & Downtime Penalty Clause:

a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.

b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.

6. Turnkey Work:

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule/BoQ. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

Section–VIII

Qualification Criteria

1. In case the manufacturer does not quote directly, they may authorize their authorized agent as per Proforma of "Manufacturer Authorization Form" as given in the Tender Enquiry Document to quote and enter into a contractual obligation.

2. The Manufacturer should have supplied and installed in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma 'A' of Section VIII.

   The Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly signed along with the bid.

4. The Purchaser 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's) for technical acceptability as per the Tender Enquiry Document specifications, before the opening of the Price Bid.

5. The bidder must upload all the technical bid details (like, Experience Certificate, Bidders & OEM's credentials documents, EMD, NSIC/MSE's, Tender Acceptance, Authorization, Technical bid with detailed scope of supply, Details of Country of Origin, Make In India local content compliance on Rs.100/- stamp pater (as per OM), Technical compliance statement, Product broacher, all product related certifications, Compliance of warranty & CAMC conditions (without price bid), list of Installations, Previous order copy of same/similar quoted product (without price), list of all spare parts, list of all accessories, list of all consumables (without price bid), GST, PAN, CDSCO certificate (for import/Manufacturer), Details of manufacturer, GeM seller ID number) HSN code, Product part Number etc.

6. Bidder must upload Price details like (Price bid with break-up price of each component of quoted product as per scope of supply) in PDF in the price bid section.

7. Further, bidder must upload list of all spare parts, list of all accessories, list of all consumables (each segment separately) with prices in PDF in the price bid section. The price will remain valid for 10 years from the date of Installation.

8. Mix price/disclose of price of any component (Cost of equipment, CAMC Charges, Spare parts, accessories, consumables) of quoted product in the technical bid would be violation of two bid system and the bid will be summarily rejected.

Section – VIII
PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

ATE No. : _____
Date of Bid Opening : _____
Name and address of the Bidder : _____
Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model No.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further 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 Bid Security.

Name_____

Business Address_____

Place: _____

Signature of Bidder_____

Seal of the Bidder_____

** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

The bidders are requested to upload the scanned copy of purchase order copies for the specific model quoted along with the Techno-commercial Bid.

Section – VIII (PROFORMA 'B')

FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING LOCAL CONTENT IN A MEDICAL DEVICE TO BE PROVIDED ON RS. 100/- STAMP PAPER

(To be given by Authorized signatory duly authorized by the Board of Director)

Date:_____

I_____S/o, D/o, W/o_____Resident of _____do hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:_____

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
ii. Date on which this certificate is issued.
iii. Medical devices for which the certificate is produced
iv. Procuring entity to whom the certificate is furnished
v. Percentage of local content claimed
vi. Name and contact details of the unit of the manufacturer
vii. Sale Price of the product
viii. Ex-Factory Price of the product
ix. Freight, insurance and handling
x. Total Bill of Material
xi. List and total cost value of inputs used for manufacture of the medical device.
xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
xiii. List and cost of inputs which are imported, directly or indirectly.

Name of locally supplied item (for local content value addition)	Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).	Percentage of local content claimed (Excluding net domestic indirect taxes).
Total percentage of local content claimed:		%

Authorized signatory
For and on behalf of: (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Director)

SECTION – IX
TENDER ACCEPTANCE FORM

To

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

Ref.ATE No. _____due for opening on _____ *insert date*

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver_____ *(Description of goods and services)* in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of "General Conditions Contract", Section - IV read with modification, if any "Special Conditions of Contract", in Section - V, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the "General Instruction to Bidders", read with modification, if any in "Special Instructions to Bidders", Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

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

Name_____

Business Address_____

Place: _____

Date: _____

SECTION – X

PRICE SCHEDULE

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

SECTION – XI

CHECK LIST (DELETED)

SECTION – XII

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(*hereinafter called the "Bidders"*)
has submitted its Bid dated _____ for the supply of _____
(hereinafter called the "Bid")
against the purchaser's ATE No. _____

Know all persons by these presents that we _____
having our registered office at _____
(Hereinafter called the "Bank")
are bound unto AIIMS, New Delhi
(hereinafter called the "Purchaser)
in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____ 20____.

The conditions of this obligation are:

1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

a. If the bidder fails or refuses to furnish the performance security for the due performance of the contract or
b. If the bidder fails or refuses to accept/execute the contract or
c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or 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 more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force upto_____*(insert date of additional forty-five days after Bid validity)* and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)
.....
(Name and designation of the Officer)
.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – XIII
MANUFACTURER'S AUTHORISATION FORM

The 'Director'
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110029, India.

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of_____(*name and description of the goods offered in the bid*) having factories at_____, hereby authorize Messrs_____(*name and address of the agent*) to submit a bid, 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 bid 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 bid, 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, CAMC 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 authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

We also confirm that in case we change appointed Indian agent during Comprehensive warranty/CAMC period, all accepted liabilities will be fulfilled/accepted by me (OEM) or our new appointed Indian agent without any additional cost and conditions.

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____
[*Name & address of the manufacturers*]

Note: 1. *This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter may be sent.*

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract no_____ dated _____ to supply _____ (*insert 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 recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (insert *Amount of the guarantee in words and figures)*, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force upto_____*(insert date of additional Ninety days after completion of satisfactorily warranty period in case of Performance Security and additional Ninety days after completion of satisfactorily CAMC period in case of CAMC security)* and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized 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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(Insert Name of concerned Centre/Hospital/Department/Section)
ANSARI NAGAR, NEW DELHI-110 029

Contract No_____ dated_____

To _____
(*insert name of Supplier with address*)

This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____
2. ATE No of Tender Documents: _____and subsequent Amendment No_____, dated_____ (if any), issued by the Purchaser
3. Supplier's Bid No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender 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 Acceptance Formuploaded by the supplier;
   (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
   (viii) Manufacturers' Authorization Form (if applicable);
   (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 Bidders" of the Tender Enquiry Document 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/service	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:_____

(iii) Details of Performance Security required:_____

(v) Destination and dispatch instructions:_____

(vi) Consignee:_____

6. Warranty clause:
7. Payment terms:

_____

(Signature, name and designation of the Purchaser authorized official**)**

For and on behalf of Director, AIIMS

Received and accepted this contract

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

For and on behalf of _____

(*Insert Name and address of the supplier*)

(Seal of the Supplier)

Date: _____

Place: _____

CONTRACT FORM – B

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(CAMC)

Comprehensive Annual Maintenance Contract No._____
Dated_____

Between

Director, AIIMS

And

(*insert Name & Address of the Supplier*)

Reference: Contract/ Purchase Order No_____ dated_____ for supply, installation & commissioning, Training and CAMC of goods & services

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4								5	6
Schedule No.	Brief description of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs.								GST Value in Rs (___ %)	Total CAMC Cost for 8 Years with GST (3) X [(4a+4b+4c+4d+4e+f+g+h) + (5)]
			3rd	4th	5th	6th	7th	8th	9th	10th		
			a	b	c	d	e	f	g	h		

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

b) The CAMC 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)

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).

d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.

e) During CAMC 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 once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

f) All software updates should be provided free of cost during CAMC period.

g) The Bank Guarantee valid till _____ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Tender Document, along with the signed copy of CAMC within a period of 21 (twenty-one) days of start of CAMC failing which the Performance Security (2.5% of the contract value) submitted shall been-cashed payable to the Purchaser/Consignee.

h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.

i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

_____

(Signature, name and designation of the Store Officer/ASO of the Purchaser**)**

_____

(Signature, name and designation of the F&CAO of the Purchaser)
For and on behalf of Director, AIIMS

(Seal of the Purchaser)
Date: _____
Place: _____

Received and accepted this contract

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

For and on behalf of _____
(*Insert Name and address of the supplier*)

(Seal of the Supplier)
Date: _____
Place: _____

Note:- The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs.100).

SECTION – XVI

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1) Contract/Purchase Order No. & date :_____

2) Supplier's Name :_____

3) Consignee's Name & Address: _____

4) Name of the item supplied :_____

5) Quantity Supplied:_____

6) Date of Receipt by the Consignee :_____

7) Signature of Authorized Representative of Consignee withdate:_____

8) Name and designation of Authorized Representative of Consignee:_____

9) Seal of the Consignee:_____

SECTION – XVII

CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee's authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

1) Contract/Purchase Order No. &date:_____

2) Supplier's Name:_____

3) Consignee's Name & Address: _____

4) Name of the item Supplied :_____

5) Quantity Supplied:_____

6) Date of Receipt by the Consignee :_____

7) Date of Receipt by the Consignee :_____

8) The supplier has fulfilled its contractual obligations satisfactorily

   OR

   The supplier has failed to fulfill its contractual obligations with regard to the following:
   i)
   ii)
   iii)
   iv)

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

10) Signature of Authorized Representative of Consignee withdate:_____

11) Name and designation of Authorized Representative of Consignee:_____

12) Seal of the Consignee:_____