TENDER ENQUIRY DOCUMENT
FOR
RATE CONTRACT FOR SUPPLY
OF
MICRODISCECTOMY & FUSION SYSTEM FOR
NEUROSURGERY
AT AIIMS BHOPAL

Tender No.: 117
AIIMS BHOPAL/HC/RC-NEUROSURGERY OT/HIGH
FREQUENCY MICRODISCECTOMY & FUSION SYSTEM/
2013-14/02

Date of Issue of Tender Document : 19.06.2014
Last Date of Submission of Tender : 11.07.2014
Cost of Tender Document : Rs. 5,250/- (Non-Refundable) including VAT@5% by the way of Demand Draft in Favour of “Director, AIIMS Bhopal, Payable at Bhopal

ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462024 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in
NOTICE INVITING TENDER

TENDER No. 117 : AIIMS BHOPAL/HC/RC-NEUROSURGERY OT/HIGH FREQUENCY MICRODISCECTOMY & FUSION SYSTEM/2013-14/02

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal – 462 020 (MP), the Admn Officer invites sealed tenders in Two Bid System (Technical bid and Financial bid) from Reputed, Eligible and Qualified Tenderer Firms/Manufacturer to enter into Annual Rate Contract(s) for purchase of Microdiscectomy & Fusion System for Neurosurgery OT for AIIMS Bhopal.

Detailed Description and Term & Conditions of Tender Document may be seen and downloaded from AIIMS Bhopal website www.aiimsbhopal.edu.in or may be obtained directly from the Office of Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on any working day from 19th June 2014 to 10th July 2014 from 10.00 Hrs to 17.00 Hrs on Payment of Tender Document Cost of Rs. 5250/- (Non Refundable) inclusive of VAT@5% in the form of DD, drawn from any Nationalized Bank in favour of “Director, AIIMS Bhopal”). Last date of submission of tenders is 11th July 2014 (Upto 14.00Hrs) in the Tender Box kept in the Office of the Stores Officer at address mentioned above.

( Admn Officer )
AIIMS Bhopal
<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
<th>Page No. (From - To)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>Notice Inviting Tender (NIT)</td>
<td></td>
</tr>
<tr>
<td>Section II</td>
<td>General Instructions to Bidder (GIT)</td>
<td></td>
</tr>
<tr>
<td>Section III</td>
<td>Special Instructions of Bidder (SIT)</td>
<td></td>
</tr>
<tr>
<td>Section IV</td>
<td>General Conditions of Contract (GCC)</td>
<td></td>
</tr>
<tr>
<td>Section V</td>
<td>Special Conditions of Contract (SCC)</td>
<td></td>
</tr>
<tr>
<td>Section VI</td>
<td>Schedule of Requirements (SOR)</td>
<td></td>
</tr>
<tr>
<td>Section VII</td>
<td>Important Terms and conditions</td>
<td></td>
</tr>
<tr>
<td>Section VIII</td>
<td>Quality Control Requirements</td>
<td></td>
</tr>
<tr>
<td>Section IX</td>
<td>Qualification Criteria</td>
<td></td>
</tr>
<tr>
<td>Section X</td>
<td>Tender Form</td>
<td></td>
</tr>
</tbody>
</table>
| Section XI | **A**-Price Schedules for Domestic Microdiscectomy & Fusion System for Neurosurgery OT  
**B**-Price Schedules for Imported Microdiscectomy & Fusion System for Neurosurgery OT  
**C**-Price Schedule for CMC for Microdiscectomy & Fusion System for Neurosurgery OT  
**D**-Price Schedule for Microdiscectomy & Fusion System for Neurosurgery OT on Turnkey |                      |
| Section XII | Questionnaire                                                        |                      |
| Section XIII | Bank Guarantee Form for EMD                                            |                      |
| Section XIV | Manufacturer’s Authorization Form                                     |                      |
| Section XV | Bank Guarantee Form for Performance Security/CMC Security             |                      |
| Section XVI | Check List for Bidders                                               |                      |
| Section XVII | Technical Specifications                                              |                      |
| Section XVIII | Rate Contract Form                                                    |                      |
| Section XIX | Consignee Receipt Certificate                                         |                      |
| Section XX | Proforma of Final Acceptance Certificate by the Consignee            |                      |
| Section XXI | Consignee Address                                                     |                      |
SECTION-I
NOTICE INVITING TENDER (NIT)

TENDER No. 117 : AIIMS BHOPAL/HC/RC-NEUROSURGERY OT/HIGH FREQUENCY MICRODISCECTOMY & FUSION SYSTEM/2013-14/02

(1) On behalf of Director, AIIMS Bhopal, Saket Nagar, Bhopal – 462 020 (MP), the Admn Officer invites sealed tenders in Two Bid System (Technical bid and Financial bid) from reputed, branded eligible and qualified Manufacturer/ their Authorized Dealer to enter into Annual Rate Contract(s) for Supply and Installation of MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT as shown in Section VI appended herewith.

(2) Schedule of Tender:-

<table>
<thead>
<tr>
<th>SrNo.</th>
<th>Schedule</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Tender Form</td>
<td>Rs. 5250/- (Five Thousand Two Hundred Fifty Only) Non Refundable inclusive of VAT@5% in the Form of DD in favour of “Director, AIIMS Bhopal” from any Nationalized bank. Those who have downloaded the tender document should must accompany above Tender Document cost DD in Technical Bid Envelop. Postal Order/Cash/Cheque are not acceptable.</td>
</tr>
<tr>
<td>2</td>
<td>Place of Sale of Tender Enquiry Document</td>
<td>The Office of the Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
<tr>
<td>3</td>
<td>Date of Sale of Tender Document</td>
<td>From 19th June 2014 to 10th July 2014 on any working day from 10.00 Hrs to 17.00 Hrs.</td>
</tr>
<tr>
<td>4</td>
<td>Pre Bid Tender Meeting ( Date, Time &amp; Venue )</td>
<td>30th June 2014 from 11.00 Hrs onwards, at the Board Room, First Floor, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
<tr>
<td>5</td>
<td>Date and Venue of Submission of Tender</td>
<td>11th July 2014; 14.00 Hrs, In the Tender Box kept in the Office of the Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)</td>
</tr>
</tbody>
</table>
6. Date and Venue of Opening of Technical Bid
   11th July 2014; 15.00 Hrs in the Office of the Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP)

7. Estimated Cost
   Rs. 40,00,000/- (FORTY LAKH)

8. EMD Amount
   Item wise as per Schedule given in NIT and Section – VI

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Microdiscectomy &amp; Fusion System for Neurosurgery OT (For detailed Technical Specs see Section-XVII)</th>
<th>Qty. (In No.)</th>
<th>Amount require to be deposit as EMD Bid Security (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Microdiscectomy &amp; Fusion System</td>
<td>1</td>
<td>80,000.00</td>
</tr>
</tbody>
</table>

Tender Enquiry documents containing detailed specifications along with terms and condition can be had in person from the Office of Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on any working day from 19th June 2014 to 10th July 2014 from 10.00 Hrs to 17.00 Hrs (till a day prior to the closing date of receipt of bid indicated above). The Tender Document can also be downloaded from the AIIMS website (http://www.aiimsbhopal.edu.in / www.aiimsbhopal.nic.in / www.eprocure.gov.in). In this case it is necessary for the Tenderer to pay the cost in the form of Demand Draft drawn in favour of “Director, AIIMS Bhopal”, payable at Bhopal and is kept in the Technical Bid Envelope. The reference of the DD is to be super scribed on the main envelope of Technical Bid.

(3) Tender Enquiry Documents may be purchased on payment of non-refundable fee (as mentioned above in Point No. (1) in Indian currency or an equivalent amount in foreign currency) by way of Demand Draft drawn in favour of “Director, AIIMS Bhopal” payable at Bhopal. (Postal Orders/Cash/Cheque are not acceptable).

(4) If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders and by international airmail to the foreign bidders, for which extra charges per set will be Rs. 750/- (Seven Hundred Fifty only) for Domestic post and Rs.1500/- (One Thousand Five Hundred only) or an equivalent amount in foreign currency for international airmail. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

(5) The bidders may also download the tender documents directly from the website available at www.aiimsbhopal.edu.in. In such case, the bidders are required to submit the tender cost fee of Rs. 5250/- (as mentioned in Schedule of Tender of NIT at Point No. (1)Non-refundable) by way of separate demand draft drawn in favour of “Director, AIIMS Bhopal” payable at Bhopal for each tender separately and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically super-scribe, “Downloaded from the website” on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case the tender cost should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

(6) It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or
by courier or by person are dropped (Bid) in the Tender Box kept at the Office of the Stores Officer, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal – 462 020 (MP).

(7) All Tenders must accompany the prescribed EMD to be deposited through Bank Guarantee/Demand Draft drawn in favour of the “Director, AIIMS Bhopal” along with the tender (Technical Bid). No interest is payable on Bid Security. Tenders without EMD shall be summarily rejected.

(8) All prospective Tenderers are compulsorily required to attend the Pre Bid Tender meeting at AIIMS Bhopal. The venue, date and time is indicated in the Schedule of Tender of NIT at Point No. (4).

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

(10) The Purchaser reserves right to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the Rate Contract with One or More Tenderer(s) as may be deemed fit.

(11) The Supply Lead Time of Microdiscectomy & Fusion System for Neurosurgery OT are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers should participate, who are confident to complete the entire work/job within 3-6 week time after receiving of Supply Order/Notification of Award.

(12) This Tender Enquiry Document is not transferable.

(Admn Officer)
SECTION – II
GENERAL INSTRUCTIONS FOR TENDERERS (GIT)

CONTENTS

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Topic</th>
<th>Page No. (From - To )</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>PREAMBLE</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Definitions and Abbreviations</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Introduction</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Availability of Funds</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Language of Tender</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Eligible Bidders</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Eligible Microdiscectomy &amp; Fusion System for Neurosurgery OT and Services</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Tendering Expense</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>TENDER ENQUIRY DOCUMENTS</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Contents of Tender Enquiry Documents</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Amendments to Tender Enquiry Documents</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Clarification of Tender Enquiry Documents</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>PREPARATION OF TENDERS</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Documents comprising the Tender</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Tender Currencies</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Tender Prices</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Indian Agent</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Firm Price/Variable Price</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Alternative Tenders</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Documents establishing Bidder’s eligibility and qualifications</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Documents establishing Good’s conformity to Tender Enquiry Document</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Earnest Money Deposit (EMD)</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Tender Validity</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Signing and Sealing of Tender</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>SUBMISSION OF TENDERS</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Submission of Tenders</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Late Bid</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Alteration and Withdrawal of Tender</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>TENDER OPENING</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Opening of Tenders</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>SCRUTINY AND EVALUATION OF TENDERS</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Basic Principle</td>
<td></td>
</tr>
<tr>
<td>Sl.No.</td>
<td>Topic</td>
<td>Page No. (From - To )</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>27</td>
<td>Preliminary Scrutiny of Tenders</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Minor Infirmity/Irregularity/Non-Conformity</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Discrepancy in Prices</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Discrepancy between original and copies of Tender</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Qualification Criteria</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Conversion of Tender Currencies (foreign) to Indian Rupees</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Schedule-wise Evaluation</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Comparison of Tenders</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Bidder's capability to perform the contract</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Contacting the Purchaser</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>G AWARD OF CONTRACT</strong></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Director/Purchaser has right to accept any tender and to reject any or all tenders at any time</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Award Criteria</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Variation of Quantities at the Time of Award</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Notification of Award</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Issue of Rate Contract form</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Non-receipt of Performance Security and Contract by the Purchaser/Consignee</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Return of EMD</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Publication of Tender Result</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Corrupt or Fraudulent Practices</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Non Blacklisting Certificate</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Affidavit for no Vigilance/CBI Case Pending</td>
<td></td>
</tr>
</tbody>
</table>
SECTION – II
GENERAL INSTRUCTIONS FOR TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below in 1.2:

1.2 Definitions:

(i) “Purchaser” means the organization purchasing Microdiscectomy & Fusion System for Neurosurgery OT and services as incorporated in the Tender Enquiry document.

(ii) “Tender” means Bids/Quotation/Tender received from a Firm/Bidder/Manufacturer.

(iii) “Bidder” means Bidder/ the Individual or Firm submitting Bids/Quotation/Tender.

(iv) “Supplier” means the individual or the firm supplying the Microdiscectomy & Fusion System for Neurosurgery OT and services as incorporated in the contract.

(v) “Microdiscectomy & Fusion System for Neurosurgery OT” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, Microdiscectomy & Fusion System for Neurosurgery OT, medical Microdiscectomy & Fusion System for Neurosurgery OT, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(vi) “Services” means services allied and incidental to the supply of Microdiscectomy & Fusion System for Neurosurgery OT, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vii) “Earnest Money Deposit” (EMD) means Bid Security/monetary of financial guarantee to be furnished by a bidder along with its tender.

(viii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.

(x) “Consignee” means the user department of Institute to whom the Microdiscectomy & Fusion System for Neurosurgery OT are required to be delivered as specified in the Contract. If the Microdiscectomy & Fusion System for Neurosurgery OT are required to be delivered to a person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.

(xi) “Specification” means the document/standard that prescribes the requirement with which Microdiscectomy & Fusion System for Neurosurgery OT or service has to conform.
(xii) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xiii) “Day” means calendar day.

**Abbreviations:**

(ii) “NIT” means Notice Inviting Tenders.
(iii) “GIT” means General Instructions for Tenderer.
(iv) “SIT” means Special Instructions for Tenderer.
(v) “GCC” means General Conditions of Contract.
(vi) “SCC” means Special Conditions of Contract.
(vii) “DGS&D” means Directorate General of Supplies and Disposal.
(viii) “PSU” means Public Sector Undertaking.
(ix) “CPSU” means Central Public Sector Undertaking.
(x) “LC” means Letter of Credit.
(xi) “DP” means Delivery Period.
(xii) “BG” means Bank Guarantee.
(xiii) “ED” means Excise Duty.
(xiv) “CD” means Custom Duty.
(xv) “VAT” means Value Added Tax.
(xvi) “CENVAT” means Central Value added Tax.
(xvii) “CST” means Central Sales Tax.
(xviii) “RR” means Railway Receipt.
(xix) “BL” means Bill of Landing.
(xx) “FOB” means Free on Board.
(xi) “FCA” means Free Carrier.
(xxii) “FOR” means Free On Rail.
(xxiii) “CIF” means Cost, Insurance and Freight.
(xxiv) “CIP (Destinations)” Carriage and Insurance Paid up to named port of destination.
(xxv) “DDP” means Delivery Duty paid named place of destination(consignee site)
(xxvi) “INCOTERMS” means International Commercial Terms as on the date of Tender opening.
(xxvii) “AIIMS Bhopal” means All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462024 (MP) INDIA.
(xxix) “RT” means Re- Tender.
(xxx) “RC” means Rate Contract.

2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of Microdiscectomy & Fusion System for Neurosurgery OT and related services as mentioned in section-VI-“Schedule of requirements”, which also indicates, interalia, the required delivery schedule, terms and place of delivery.

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

2.3 The bidders shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating and submitting the tender to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Bidders

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

Suppliers of appropriate class of those who have carried out similar supply work in AIIMS New Delhi, PGI Chandigarh, JIPMER or any Govt. and Semi Govt. Hospitals, who are eligible as per the minimum requirements defined as below:-

**Minimum Technical Eligibility Criteria For prospective Tenderers:-**

**Bidders, who satisfy the Criteria from 5.1 (a) to 5.1 (c) shall be qualified for Price Bid Opening after Technical Evaluation based on following Criteria :-**

a) Bidders should submit valid ISO Certificates, US FDA / European CE APPROVAL (True copies)
b) The Bidders should have a valid factory license for Manufacturing, Assembling and Supply of HOSPITAL EQUIPMENT/INSTRUMENTS,

c) Bidders should have minimum experience of total 3 completed supply orders of MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT in AIIMS New Delhi/PGI Chandigarh/JIPMER/ Govt./Semi-Govt. Hospitals/Corporate Hospitals related Organisations during the last 5 Years and duly certified documentary evidence of the same has to be produced by the concerned respective authorities, which should be either of the following:-

i) Should have satisfactorily completed Similar **Single Work of Rs. 32 Lakh.**

**OR**

ii) Should have satisfactorily completed **Two Similar works each costing Rs. 24 Lakh**

**OR**

iii) Should have satisfactorily completed **Three Similar Works each costing Rs. 16 Lakh**

(The copies of purchase orders showing Order Values as per above is required to be enclosed for Technical Evaluation purpose)

d) Bidder should have average annual financial turnover of **Rs. 50 LAKH** in Hospital Equipment/Instruments **supply works**, during the last three Financial Years ending **31st March 2013** and should not have incurred loss in last 3 years. A letter duly signed by the Chartered Accountant/Company Secretary indicating the Financial Turnover and Profit & Loss Account must accompany with Technical Bid.

e) Bidder should produce Income tax returns & Balance sheets for the Past three years ending **31st March 2013** along with copy of PAN/TAN No. Sales Tax registration Certificate.

6. **Eligible Microdiscectomy & Fusion System for Neurosurgery OT and Services**

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

7. **Tendering Expense**

7.1 The bidder shall bear all cost and expenditure incurred and/ or to be incurred by in connection with tender including preparation mailing and submission of tender and for subsequent processing, organizing the sample Microdiscectomy & Fusion System for Neurosurgery OT mockup show, sample display/presentation at AIIMS Bhopal. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
8. Content of Tender Enquiry Documents

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

- Section II - General Instructions for Bidder (GIT)
- Section III - Special Instructions for Bidder (SIT)
- Section IV - General Conditions of Contract (GCC)
- Section V - Special Conditions of Contract (SCC)
- Section VI - Schedule of Requirements
- Section VII - Important Terms and Conditions
- Section VII - Quality Control Requirements
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
  A. Price Schedules for Domestic Microdiscectomy & Fusion System for Neurosurgery OT
  B. Price Schedules for Imported Microdiscectomy & Fusion System for Neurosurgery OT
  C. Price Schedule for CMC for Microdiscectomy & Fusion System for Neurosurgery OT
  D. Price Schedule for Microdiscectomy & Fusion System for Neurosurgery OT on Turnkey
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer's Authorization Form
- Section XV - Bank Guarantee Form for performance Security/CMC Security
- Section XVI - Check List for the Bidders
- Section XVII - Technical Specifications
- Section XVIII - Rate Contract Form
- Section XIX - Consignee Receipt Certificate
- Section XX - Proforma of Final Acceptance Certificate by the Consignee
- Section XXI - Consignee Address

8.2 The relevant details of the required Microdiscectomy & Fusion System for Neurosurgery OT and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also, the standard formats to be used for this purpose are incorporated in the above mentioned documents. The amendments will be published on institute website www.aiimsbhopal.edu.in/ www.aiimsbhopal.nic.in and linked with www.eprocure.gov.in

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents will be published on institute website www.aiimsbhopal.edu.in

9.2 Such an amendment will be notified in writing by registered / speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective bidders, which
have received/purchased the TE documents from office of the Stores Officer.

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

10. Clarification of TE documents

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

B. PREPARATION OF TENDERS

11. Documents Comprising the Tender

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

A) Techno – Commercial Bid (Unpriced Tender):

(i) Earnest money furnished in accordance with GIT clause 19.1
(ii) Tender Form as per Section X (without indicating any prices).
(iii) Documentary evidence, as necessary in terms of clause 5 and 17 establishing that the bidder is eligible to submit the tender and, also qualified to perform the contract if its tender is accepted.
(iv) Bidder/Agent who quoted for Microdiscectomy & Fusion System for Neurosurgery OT manufactured by other manufacturer shall furnish valid Manufacturer's Authorization Form.
(v) Power of Attorney in favour of signatory of TE documents and signatory of manufacturer's Authorization Form.
(vi) Documents and relevant details to establish in accordance with GIT clause 18 that the Microdiscectomy & Fusion System for Neurosurgery OT and the allied services to be supplied by the bidder conform to the requirement of the TE documents.
(vii) Performance Statements with relevant copies of orders and end users satisfaction certificate.
(viii) Price Schedule(s) as per Section XI (A,B,C,D) filled up with all the details including Make, Model Quantity etc. of the Microdiscectomy & Fusion System for Neurosurgery OT offered with prices blank (without indicating any prices).
(ix) Certificate of incorporation in the country of origin.
(x) Checklist as per Section XVI.

B) Price Bid (Financial Bid):

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.
N.B.
1. All pages of the Tender should be page numbered and indexed.

2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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

11.3 A tender, 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 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 The bidder supplying indigenous Microdiscectomy & Fusion System for Neurosurgery OT or already imported Microdiscectomy & Fusion System for Neurosurgery OT shall quote only in Indian Rupees.

12.2 For imported Microdiscectomy & Fusion System for Neurosurgery OT if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Canadian Dollar, Singapore Dollar, Euro, GBP, CHF or Yen etc. As regards price(s) for allied services, if any required with the Microdiscectomy & Fusion System for Neurosurgery OT, the same shall be quoted in Indian Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

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

13 Tender Prices

13.1 The Bidder shall give item wise price. The Bidder shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the Microdiscectomy & Fusion System for Neurosurgery OT and services, it proposes to Supply, Installation, Testing & Commissioning against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder.

13.2 If there is more than one Item in the Schedule of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a Schedule, the Bidder shall quote for the complete requirement/quantity of Microdiscectomy & Fusion System for Neurosurgery OT and services as specified for that particular Schedule of Requirement.

13.3 The quoted prices for Microdiscectomy & Fusion System for Neurosurgery OT offered from within India and that for Microdiscectomy & Fusion System for Neurosurgery OT offered form abroad are to be indicated separately in the applicable Price Schedule attached under Section XI.
The price quoted by the Bidder for good shall not be higher than the lowest price charged for the Microdiscectomy & Fusion System for Neurosurgery OT of the same nature, class or description to an individual/ firm/ organisation or department of Govt. or India.

If it is found at any stage that the Microdiscectomy & Fusion System for Neurosurgery OT as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

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

13.4.1 For domestic Microdiscectomy & Fusion System for Neurosurgery OT or Microdiscectomy & Fusion System for Neurosurgery OT of foreign origin located within India or Microdiscectomy & Fusion System for Neurosurgery OT to be imported and supplied against payment in Indian Rupees, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) the price of the Microdiscectomy & Fusion System for Neurosurgery OT, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Microdiscectomy & Fusion System for Neurosurgery OT quoted ex-factory etc. or on the previously imported Microdiscectomy & Fusion System for Neurosurgery OT of foreign origin quoted ex-showroom etc.;

b) any sales or other taxes and any duties including excise duty, which will be payable on the Microdiscectomy & Fusion System for Neurosurgery OT in India if the contract is awarded;

c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the Microdiscectomy & Fusion System for Neurosurgery OT to their final destination as specified in the Schedule of Requirements and Price Schedule;

d) the price of Incidental Services, as mentioned in Schedule of Requirements and Price Schedule;

e) the prices of Turnkey (if any), as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule; and

f) the prices of annual CMC, as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule;

g) Payment of INR shall be made through Electronic Clearing System only and the charges shall be deducted from the bill.

13.4.2 For Microdiscectomy & Fusion System for Neurosurgery OT offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
a) the price of Microdiscectomy & Fusion System for Neurosurgery OT quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;

b) the price of Microdiscectomy & Fusion System for Neurosurgery OT quoted CIP (name port of destination) in India as indicated in the Schedule of Requirement, Price Schedule and Consignee List;

c) the charges for Insurance (local transportation and storage) would by extended and borne by the Supplier from warehouse to the consignee warehouse. Other local costs and Incidental costs, as specified in the Schedule of Requirement and Price Schedule;

d) the charges for Incidental Services, as in the Schedule of Requirements and Price Schedule;

e) the prices of Turnkey (if any), as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule; and

f) the price of annual CMC, as mentioned in Schedule of Requirements, Important Terms and Conditions and Price Schedule;

13.4.3 Supply of Microdiscectomy & Fusion System for Neurosurgery OT means Installation and Commissioning at site. No separate charges will be paid separately on this account.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Bidder desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
13.5.3 **Sales Tax/VAT:**

If a Bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser. The bidder should provide copy of VAT registration certificate. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE ‘C/D FORMS’.

13.5.4 **Octroi Duty and Local Duties & Taxes:**

Normally, Microdiscectomy & Fusion System for Neurosurgery OT to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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

13.5.5 **Customs Duty:**

The Bidder may note that:

The Purchaser will provide Custom Duty Exemption Certificate (CDEC) as per prevailing Custom Tariff 2013-2014 and pay the applicable customs duty, for Microdiscectomy & Fusion System for Neurosurgery OT offered from abroad for delivery at CIP/CIF(Port of Entry) in India basis to avail concessional rate of duty.

For the Microdiscectomy & Fusion System for Neurosurgery OT to be imported and supplied against payment in Indian Rupees, the Purchaser/Institute shall provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff 2013-2014. In case, the bidder required CDEC certificate, then the same should be specifically mentioned in the bid.

13.6 For transportation of imported Microdiscectomy & Fusion System for Neurosurgery OT offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of Microdiscectomy & Fusion System for Neurosurgery OT to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported Microdiscectomy & Fusion System for Neurosurgery OT
offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce.

13.9 The need for indication of all such price components by the Bidders, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders 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 A foreign bidder engaging an agent in India in connection with its tender, the foreign bidder, in addition to indicating Indian agent’s commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

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 CMC period.

d) Agency Commission will be paid to Indian agents in Indian Rupees at the exchange rate prevalent on the date of issue of supply order after satisfactory installation of the Microdiscectomy & Fusion System for Neurosurgery OT.

e) The Tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principal's name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.

f) Only manufacturers or their sole authorized distributors/sole agents for AIIMS Bhopal are entitled to quote. The distributors/sole agents quoting on behalf of their manufacturer must attach valid authority letter n their favour. **Either the Foreign Principals or their subsidiaries in India / manufacturers or their authorized should participate in the tender but not both. Also one principal cannot authorize two distributors / suppliers to quote on their behalf in the same tender. The sub-distributor authority by distributor will not be accepted at all.** The distributor/sole agent authorized for AIIMS Bhopal should be equipped and able to carry out required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the Microdiscectomy & Fusion System for Neurosurgery OT in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or Important Terms and Conditions.

15. **Firm Price**

15.1 **Unless otherwise specified in the SIT, prices quoted by the Bidder shall remain firm and fixed for one year from the date of award of Contract and will not be subject to variation on any account.**

15.2 However, as regards taxes and duties, if any, chargeable on the Microdiscectomy & Fusion System for Neurosurgery OT and payable, the conditions stipulated in GIT clause 13 will apply.
16. **Alternative Tenders**

16.1 Alternative Tenders for individual schedule(s) of the Schedule of Requirement, are not permitted.

16.2 However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

17 **Documents Establishing Bidder’s Eligibility and Qualifications**

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

17.2 The documentary evidence needed to establish the bidder’s qualifications shall fulfil the following requirements:

   a) in case the Bidder offers to supply Microdiscectomy & Fusion System for Neurosurgery OT, which are manufactured by some other firm, the Bidder has been duly authorised by the Microdiscectomy & Fusion System for Neurosurgery OT manufacturer to quote for and supply the Microdiscectomy & Fusion System for Neurosurgery OT to the purchaser. The Bidder shall submit the manufacturer’s authorization letter to this effect as per the standard form provided under Section XIV in this document.

   b) the Bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

   c) The distribution/sole agent authorized for AIIMS Bhopal should be equipped and able to carry out the required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the Microdiscectomy & Fusion System for Neurosurgery OT in question, stoking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or Important Terms and Conditions.

   d) in case the bidder is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

18. **Documents establishing Good’s Conformity to TE document.**

18.1 The Bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the Microdiscectomy & Fusion System for Neurosurgery OT and services offered in the tender fully conform to the Microdiscectomy & Fusion System for Neurosurgery OT and services specified by the purchaser in the TE documents. For this purpose the Bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the Microdiscectomy & Fusion System.
System for Neurosurgery OT and services offered in its tender duly indicating relevant page numbers in the product literature.

18.2 In case there is any variation and/or deviation between the Microdiscectomy & Fusion System for Neurosurgery OT & services prescribed by the purchaser and that offered by the bidder, the Bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

18.3 If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the Microdiscectomy & Fusion System for Neurosurgery OT and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

18.4 All information in the tender document must be supported with the manufacturer’s original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.

18.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.

18.6 THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1(A) the Bidder shall furnish along with its tender, earnest money for amount as shown in the Schedule of Requirement/NIT. The earnest money 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 earnest money shall be denominated in Indian Rupees or for an equivalent amount in foreign currency. The earnest money shall be furnished in one of the following forms:
   (i) Account Payee Demand Draft
   (ii) Banker’s Cheque and
   (iii) Bank Guarantee

19.3 The demand draft or banker’s cheque shall be drawn on any scheduled bank in India or a commercial bank in the country of the bidder, in favour of the “Director, AIIMS Bhopal”, payable at Bhopal. In case of bank guarantee, the same is to be provided from any scheduled bank in India or by a commercial bank in the country of the tenderer as per the format specified under Section XIII in these documents.

19.4 The earnest money shall be valid for a period of one year from the date of opening of Technical bid. As validity period of Tender as per Clause 20 of GIT is 9 months, the EMD shall be valid for 365 days from Techno-Commercial Tender opening date.
19.5 Unsuccessful bidders’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder’s earnest money will be returned without any interest, after receipt of performance security from that bidder(s).

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

19.7 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

19.8 The Bidders, who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific Microdiscectomy & Fusion System for Neurosurgery OT as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the Bidder falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

20. **Tender Validity**

20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 9 months from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/telex/cable/e-mail followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

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

21. **Signing and Sealing of Tender**

**THE TENDERERS MUST QUOTE THEIR MODEL STRICTLY AS PER TENDER SPECIFICATIONS.**

21.1 The bidders shall submit their tenders as per the instructions contained in GIT Clause 11.
21.2 The bidder shall submit their tender enquiry document marking them as “Original”. Original bid may contain all pages including Technical Literature/Catalogues etc.

21.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract. The letter of authorization shall be by a way of written power of attorney, which shall also be furnished along with the tender.

21.4 All the tender should be paginated (page numbered) and shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The Bidder is to seal the original duly marking the same as “Original”, and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _______________________ (The Bidder is to put the date & time of tender opening), BID FOR ITEM & SCHEDULE No. _______________________ (The bidder is to put the “Brief description of Microdiscectomy & Fusion System for Neurosurgery OT” and the Schedule No. of the Schedule of requirement where for the bid is being submitted) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 TE document seeks quotation following Two Tender System, in two parts. First part will be known as ‘Techno - Commercial Tender’, and the second part ‘Price Tender’ as specified in clause 11 of GIT. Bidder shall seal ‘Techno - Commercial Tender’ and ‘Price Tender’ separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure presribed in Para’s 21.1 to 21.5 followed.

21.7 Techno – commercial tender and the price tender should be complete in all respect without any ambiguity. Tenders incomplete in any respect shall be liable for rejection.

C. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 Unless otherwise specified, the bidders are to deposit the tenders in the tender box of Office of the Stores Officer (DO), Store Department, 1st Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) or the same shall be submitted by the tenderer by hand to concerned dealing hand or nominee of Stores Officer (DO) on above mentioned address. The officer receiving the tender will give the Bidder an official receipt duly signed with date and time.

22.2 The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the Bidder to ensure that
their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. **Late Bid**  
23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

24. **Alteration and Withdrawal of Tender**  
24.1 The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.
E. TENDER OPENING

25. Opening of Tenders

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

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

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

25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the Microdiscectomy & Fusion System for Neurosurgery OT offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the Microdiscectomy & Fusion System for Neurosurgery OT offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Preliminary Scrutiny of Tenders

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

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE
Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily rejected:
(i) Tender form as per Section X (signed and stamped) not enclosed
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
(v) Bidder has quoted for Microdiscectomy & Fusion System for Neurosurgery OT manufactured by other manufacturer(s) without the required Manufacturer’s Authorisation Form as per Section XIV.
(vi) Bidder has not agreed to give the required performance security.
(vii) Microdiscectomy & Fusion System for Neurosurgery OT offered are not meeting the tender enquiry specification.
(viii) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(ix) Poor/ unsatisfactory past performance.
(x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Bidder is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.

28. Minor Infirmity/Irregularity/Non-Conformity

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

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

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

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

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

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

31.1 Tenders of the bidders, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non-responsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

33.1 In case the Requirement contain more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements against that schedule is not included in the tender.

Evaluation criteria of technical Bid Shall be as follows:-

The bidders qualifying the criteria as set out in Clause No 5 & 17 of GIT will be evaluated based on the information submitted by bidders. Selection will be made by the DIRECTOR, ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, BHOPAL, after due verifications of technical credentials of individual bidder. Technical evaluation committee may visit the manufacturing facilities of the bidders in order to ensure the technical capability of the bidders. The decision of the technical
evaluation committee in this regard shall be final and binding on the bidders. Even though any bidder have satisfied the requirement in Clause-5, he would be liable to disqualification if he has:

a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures as required in the eligibility criteria documents.

b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failure/weakness etc.

c) In case the Technical evaluation committee is not satisfied with the quality of samples (if any directed to place before) or the quality of already of executed work of similar material mentioned in the tender.

34. Comparison of Tenders
34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – Schedule of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at Consignee site basis, inclusive of applicable taxes, duties, incidental services. In case of Microdiscectomy & Fusion System for Neurosurgery OT offered from abroad, the quoted CIP (New Delhi International Airport/ICD Tuglakabad/Patparganj Mumbai International Airport basis as stipulated in bid document) shall be loaded with applicable custom duty as per Custom Tariff Act 2012-2013 and inland transportation, loading unloading, insurance and incidental service charges @Two (2)% to arrive at delivery at consignee site price.

34.2 The quoted turnkey prices, if any and Comprehensive AMC (as stipulated in the Important Terms and Conditions for the respective schedule) prices after comprehensive warranty will also be added for comparison/ranking purpose for evaluation.

35. Additional Factors &Parameters for Evaluation &Ranking of Responsive Tenders
35.1 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

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

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

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

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

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

**G. AWARD OF CONTRACT**

38. **Purchaser’s Right to accept any tender and to reject any or all tenders**

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

39. **Award Criteria**

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

40. **Variation of Quantities at the Time of Award/ Currency of Contract**

40.1 At the time of awarding the contract, the purchaser reserves the right to increase/decrease, the quantity of Microdiscectomy & Fusion System for Neurosurgery OT and services mentioned in the scheduled(s) in the “schedule of requirements” (Rounded off to next whole number) without any change in the unit price and other terms and condition quoted by the bidder.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase/ decrease, the quantity of Microdiscectomy & Fusion System for Neurosurgery OT and services mentioned in the contract (Rounded off to next whole number) without any change in the unit price and other terms and conditions mentioned in the contract, during the currency of the contract after one year from the date of Notification of Award whichever is later.

41. **Notification of Award**

41.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for Microdiscectomy & Fusion System for Neurosurgery OT& 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 Microdiscectomy & Fusion System for Neurosurgery OT& services and corresponding prices accepted. The successful Bidder must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

41.2 The Notification of Award shall constitute the conclusion of the Contract.
41.3 Reservation of rights for placement of ad-hoc order/conclusion of parallel Rate Contracts:
The Purchaser also reserves right for:
(1) to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the rate contract with one or more tenderer(s) as may be deemed fit and
(2) to place ad-hoc contract or contracts simultaneously or at any time during the period of this contract with one or more supplier(s)/tenderer(s) for such quantity of such item, or items as the Competent Authority of AIIMS Bhopal (whose decision shall be final) may determine.

41.4 The successful tender shall note that a supply order may be placed up to the last day of currency of the rate contract.

41.5 Number of Quantity contracted for- No guarantee can be given as to the number or quantity of the stores, which will be ordered during the period of the rate contract, which is only in the nature of a standing offer.

42. Issue of Rate Contract Form
42.1 Promptly after notification of award, the Purchaser/Consignee will mail the Rate Contract form (as per Section XVIII) duly completed and signed, to the successful Bidder by registered / speed post.

42.2 Within Ten 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/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserve the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee
43.1 Failure of the successful Bidder in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the Bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD
44.1 The earnest money of the successful Bidder and the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.5.

45. Publication of Tender Result
45.1 The name and address of the successful Bidder(s) receiving the contract(s) will be published on the Institute’s website www.aiimsbhopal.eud.in

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:
(i) “corrupt practice” means the offering, giving, receiving or soliciting of 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 Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

47. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any Government/Private Institution.

48. The tenderer/supplier has to give an affidavit on on-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black listed in the past by any Govt. or Private Organization.
### SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>GIT Clause No.</th>
<th>Topic</th>
<th>SIT Provision</th>
<th>Page No. (From – To)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1 to 7</td>
<td>Preamble</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>8 to 10</td>
<td>Tender Enquiry (TE) documents</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>11 to 21</td>
<td>Preparation of Tenders</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>22 to 24</td>
<td>Submission of Tenders</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>25</td>
<td>Tender Opening</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>26 to 37</td>
<td>Scrutiny and Evaluation of Tenders</td>
<td>No Change</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>38 to 45</td>
<td>Award of Contract</td>
<td>No Change</td>
<td></td>
</tr>
</tbody>
</table>
SECTION - III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

A  Preamble  -  No Change

B  Tender Enquiry (TE) documents  -  No Change

C  Preparation of Tenders  -  No Change

D  Submission of Tenders  -  No Change

E  Tender Opening  -  No Change

F  Scrutiny and Evaluation of Tenders  -  No Change

G  Award of Contract  -  No Change

(1) The Purchaser reserves right to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the Rate Contract with One or More Tenderer(s) as may be deemed fit.

(2) The Supply Time of Microdiscectomy & Fusion System for Neurosurgery OT are very important factor to the Purchaser (i.e. for AIIMS Bhopal). Only those Tenderers, who are confident and willing to supply the requested Microdiscectomy & Fusion System for Neurosurgery OT to AIIMS Bhopal within 3-6 weeks time after the receiving of confirm Supply Order from AIIMS Bhopal are requested to participate in this Tender.
**SECTION - IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**TABLE OF CLAUSES**

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Topic</th>
<th>Page No. (From – To )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Application</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Use of contract documents and information</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Patent Rights</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Country of Origin</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Performance Security</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Technical Specifications and Standards</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Packing and Marking</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Inspection, Testing and Quality Control</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Terms of Delivery</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Transportation of Microdiscectomy &amp; Fusion</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Spare Parts</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Incidental services</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Distribution of Dispatch Documents for Clearance/Receipt of Microdiscectomy &amp; Fusion System for Neurosurgery OT</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Assignment</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Sub Contracts</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Modification of contract</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Prices</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Taxes and Duties</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Terms and mode of Payment</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Delay in the supplier’s performance &amp; Delivery Period</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Liquidated Damages</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Termination for default</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Termination for insolvency</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Force Majeure</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Termination for convenience</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Governing language</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Notices</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Resolution of disputes</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Applicable Law</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>General/Miscellaneous Clauses</td>
<td></td>
</tr>
</tbody>
</table>
SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of Microdiscectomy & Fusion System for Neurosurgery OT & 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 Microdiscectomy & Fusion System for Neurosurgery OT 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 Microdiscectomy & Fusion System for Neurosurgery OT 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 Technical bid and Price Schedule/bid.

5. Performance Security
5.1 The bidder have to submit a Performance Bank Guarantee within Fifteen Days (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to Ten Percent (5%) of the total value of the contract, valid up to Sixty (60) days from the date of Completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 60 months from the date of Notification of Award. Purchaser reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.

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

a) It shall be in any one of the forms namely Account Payee Demand Draft (DD) or Fixed Deposit Receipt (FDR) drawn from any Scheduled bank in India or Bank Guarantee (BG) issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee Shall be as mentioned in GCC 5.1.

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 CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful 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 twenty-one (21) 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 Annual Comprehensive Maintenance Contract with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations and after receipt of Consignee wise Bank Guarantee for CMC security in favour of “Director, AIIMS Bhopal” of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

6.1 The Microdiscectomy & Fusion System for Neurosurgery OT & Services to be provided by the supplier under this contract shall conform to the Technical specifications and quality control parameters mentioned in ‘Important Terms and Conditions’ and ‘Quality Control Requirements’ under Sections VII and VIII of this document.

7. Packing and Marking

7.1 The packing for the Microdiscectomy & Fusion System for Neurosurgery OT to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (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 Microdiscectomy & Fusion System for Neurosurgery OT and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in “Important Terms and conditions” and “Quality Control Requirements” under Sections VII and VIII 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 “Important Terms & Conditions” and “Quality Control Requirements” under Sections VII and VIII 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 Microdiscectomy & Fusion System for Neurosurgery OT including quantity
c. packing list reference number
d. country of origin of Microdiscectomy & Fusion System for Neurosurgery OT
e. consignee’s name and full address (as per Section XXI and
f. supplier’s name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, inspect and/or test the ordered Microdiscectomy & Fusion System for Neurosurgery OT to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The “Important Terms and Conditions” in Section VII and Inspection Authority to be designated by the Purchaser shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purpose.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Microdiscectomy & Fusion System for Neurosurgery OT final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Microdiscectomy & Fusion System for Neurosurgery OT fail to conform to the specifications, the Purchaser may reject the Microdiscectomy & Fusion System for Neurosurgery OT and the Supplier shall either replace the rejected Microdiscectomy & Fusion System for Neurosurgery OT or make al alternations necessary to meet specification requirement free of cost to the Purchaser, within a period of 45 (Forty Five) days of intimating such rejection.

8.4 The Purchaser’s right to inspect, test and where necessary, reject the Microdiscectomy & Fusion System for Neurosurgery OT after the Good’s arrival at the final destination shall in no way be limited or waived by reason of the Microdiscectomy & Fusion System for Neurosurgery OT having previously been inspected, tested and passed by Purchaser or its representatives prior to the Microdiscectomy & Fusion System for Neurosurgery OT shipment.
8.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under the Contract.

8.6 The Director, AIIMS Bhopal, Saket Nagar, Bhopal shall be the final authority to reject full or any part of the supply which is not confirming to the specifications and other terms and conditions.

8.7 No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk ad responsibility of the Suppliers without any further notice.

9. Terms of Delivery

9.1 Microdiscectomy & Fusion System for Neurosurgery OT shall be delivered by the supplier in accordance with the terms of delivery specified in the Schedule of Requirements (SOR)/contract.

10. Transportation of Microdiscectomy & Fusion System for Neurosurgery OT

10.1 Instructions for transportation of imported Microdiscectomy & Fusion System for Neurosurgery OT offered from abroad:

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

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

10.2 Instructions for transportation of domestic Microdiscectomy & Fusion System for Neurosurgery OT including Microdiscectomy & Fusion System for Neurosurgery OT already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered Microdiscectomy & Fusion System for Neurosurgery OT as per its own procedure.

11. Insurance:

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

i) In case of supply of Microdiscectomy & Fusion System for Neurosurgery OT on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect
shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of Microdiscectomy & Fusion System for Neurosurgery OT by the Consignee.

ii) In case of supply of the imported Microdiscectomy & Fusion System for Neurosurgery OT 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 warehouse.

12. **Spare Parts**

12.1 The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be attached/enclosed along with the sealed quotation failing which quotation will not be considered.

a) If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.

The tenderers are required to furnish the list of spares along with their cost in the Financial Bid failing which their bids are liable to be rejected.

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

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Microdiscectomy & Fusion System for Neurosurgery OT so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. **Incidental services**

13.1 Subject to the stipulation, if any, in the SCC (Section – V), Schedule of Requirements (Section – VI) and the “Important Terms and Conditions” (Section – VII), the supplier shall be required to perform the following services:

i) Installation & commissioning, Supervision and Demonstration of the Microdiscectomy & Fusion System for Neurosurgery OT

ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

iii) Training of Consignee’s Doctors, Staff, Operators etc. For operating and maintaining the Microdiscectomy & Fusion System for Neurosurgery OT.

iv) Supplying required number of operation & maintenance manual for the Microdiscectomy & Fusion System for Neurosurgery OT.

14. **Distribution of Dispatch Documents for Clearance/Receipt of Microdiscectomy & Fusion System for Neurosurgery OT**
The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the Microdiscectomy & Fusion System for Neurosurgery OT in terms of the contract.

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

A) For Domestic Microdiscectomy & Fusion System for Neurosurgery OT or Microdiscectomy & Fusion System for Neurosurgery OT of Foreign Origin Located within India/Microdiscectomy & Fusion System for Neurosurgery OT to be imported and supplied against payment in Indian Rupees

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

(i) Four copies of supplier’s invoice showing contract number, Microdiscectomy & Fusion System for Neurosurgery OT description, quantity, unit price and total amount.
(ii) Two copies of packing list identifying contents of each package.
(iii) Inspection certificate issued by the nominated Inspection agency, if any.
(iv) Certificate of origin.
(v) Insurance Certificate as per GCC Clause 11.
(vi) Manufacturers/Supplier’s warranty certificate & In-house inspection certificate.

B) For Microdiscectomy & Fusion System for Neurosurgery OT imported from abroad

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

i) Seven copies of supplier’s invoice showing Tender/Contract Number, Microdiscectomy & Fusion System for Neurosurgery OT description, quantity, unit price and total amount.
ii) Original and copies of the negotiable clean, on-board Bill of Loading / Airway bill, marked freight pre-paid and copies of non-negotiable Bill of Loading/Airway bill.
iii) Packing list identifying contents of each package.
iv) Insurance Certificate as per GCC Clause 11.
v) Manufacturers/Supplier’s warranty certificate.
vi) Inspection Certificate for the despatched Microdiscectomy & Fusion System for Neurosurgery OT issued by recognized / reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
vii) Manufacturer’s own factory inspection report.
viii) Certificate of origin.
ix) Port of Loading.
x) Port of Discharge and
xi) Expected date of arrival.
15. **Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)**

15.1 The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc** that the Microdiscectomy & Fusion System for Neurosurgery OT 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 Microdiscectomy & Fusion System for Neurosurgery OT 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 Microdiscectomy & Fusion System for Neurosurgery OT under the conditions prevailing in India.

15.2 **THE TENDERERS MUST QUOTE FOR FIVE YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED.**

THE BIDDERS MUST SUBMIT THEIR QUOTE ALSO (RATES) FOR SUBSEQUENT FIVE YEARS COMPREHENSIVE AMC (INCLUDING ALL SPARES AND LABOR) IN THEIR PRICE BID. FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. The cost of CMC will be added for Ranking/ Evaluation purpose.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Comprehensive Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- Replacement and repair will be under taken for the defective Microdiscectomy & Fusion System for Neurosurgery OT.
- Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.

15.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective Microdiscectomy & Fusion System for Neurosurgery OT or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Microdiscectomy & Fusion System for Neurosurgery OT after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Microdiscectomy & Fusion System for Neurosurgery OT thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

15.5 In the event of replacement of defective Microdiscectomy & Fusion System for Neurosurgery OT during the warranty period, the warranty for the replaced Microdiscectomy & Fusion System for Neurosurgery OT shall be extended for a further
period as mentioned under Clause 15.2 to the date such Microdiscectomy & Fusion System for Neurosurgery OT starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee’s site at least once in 6 months commencing from the date of the installation for preventive maintenance of the Microdiscectomy & Fusion System for Neurosurgery OT.

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

15.9 The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Microdiscectomy & Fusion System for Neurosurgery OT supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.10 The Supplier along with its Indian Agent and the CMC provider shall always accord most favoured client status to the Purchaser vis-a-vis its other Clients/Purchasers of its Microdiscectomy & Fusion System for Neurosurgery OT/machines/Microdiscectomy & Fusion System for Neurosurgery OT etc. and shall always give the most competitive price for its machines/Microdiscectomy & Fusion System for Neurosurgery OT supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

17.2 Sub contract shall be only for brought 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 Microdiscectomy & Fusion System for Neurosurgery OT 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 despatch.

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 Microdiscectomy & Fusion System for Neurosurgery OT and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn’t agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier’s receipt of the Purchaser’s/Consignee’s amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of Microdiscectomy & Fusion System for Neurosurgery OT and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted Microdiscectomy & Fusion System for Neurosurgery OT 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) For Domestic Microdiscectomy & Fusion System for Neurosurgery OT or Microdiscectomy & Fusion System for Neurosurgery OT of Foreign Origin Located within India/Microdiscectomy & Fusion System for Neurosurgery OT to be imported and supplied against payment in Indian Rupees:

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

a) On Delivery:
100% (Hundred) % payment of the contract price shall be paid on receipt of Microdiscectomy & Fusion System for Neurosurgery OT in good condition and upon the submission of the following documents:

(i) Four copies of supplier’s invoice showing contract number, Microdiscectomy & Fusion System for Neurosurgery OT description, quantity, unit price and total amount.
(ii) Final Acceptance as per Section XX in original issued by the authorized representative of the consignee.
(iii) Two copies of packing list identifying contents of each package.
(iv) Inspection certificate issued by the nominated Inspection agency, if any.
(v) Certificate of origin.
(vi) Insurance Certificate as per GCC Clause 11.
(vii) Manufacturers/Supplier’s warranty certificate & In-house inspection certificate.
(viii) Performance Bank Guarantee of 5% (Five) % order value from any scheduled bank valid upto 60 days beyond of date of expiry of warranty period.

B) Payment for Imported Microdiscectomy & Fusion System for Neurosurgery OT:

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

a) On Shipment:

100% payment shall be released against presentation of shipping documents against submission of Performance Bank Guarantee of 5% order value valid for a period of 68 months from the date of supply order and the same should be essentially submitted within 15 days of issue of supply order. 
Or
90% payment will be released against presentation of shipping documents & balance 10% payment will be released after satisfactory Installation certificate issued by the user department and against submission of Performance Bank Guarantee of 5% order value valid for a period of 62 months from the date of satisfactory Installation certificate issued by the user department.

The bidder also submit the documents specified hereunder:

i) Four copies of supplier’s invoice showing Tender/Contract Number, Microdiscectomy & Fusion System for Neurosurgery OT description, quantity, unit price and total amount.
ii) Original and Four copies of the negotiable clean, on-board Bill of Loading / Airway bill, marked freight pre-paid and copies of non-negotiable Bill of Loading / Airway bill.
iii) Four copies of Packing list identifying contents of each package.
iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours.
v) Manufacturers/Supplier’s warranty certificate.
vii) Inspection Certificate for the despatched Microdiscectomy & Fusion System for Neurosurgery OT issued by the nominated inspection agency, if applicable as per the contract.
vii) Manufacturer’s own factory inspection report.
viii) Certificate of country of origin issued by Chamber of Commerce or counter signed by Chamber of Commerce.

b) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent after issue of final acceptance certificate by the consignee.

c) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacture’s agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent after issue of final acceptance certificate by the consignee.

The Indian Agency Commission will be paid to the Indian Agents only after submission of demurrage & delivery order charges, if applicable.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer’s agent in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after issue of final acceptance certificate by the consignee.

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 annual basis after satisfactory completion of said contract period, duly certified by the consignee on receipt of bank guarantee of an amount equivalent to 2.5% of the cost of the Microdiscectomy & Fusion System for Neurosurgery OT as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period. The BG for CMC will be applicable in case of Microdiscectomy & Fusion System for Neurosurgery OT cost is more than Rs. 10 lakhs.

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

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

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

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

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee’s receipt certificate after three months from the date of the preceding part payment for the Microdiscectomy & Fusion System for Neurosurgery OT in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of Microdiscectomy & Fusion System for Neurosurgery OT.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

“I/We, ______________________________ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the Microdiscectomy & Fusion System for Neurosurgery OT supplied. I/We ______________________________ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

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

<table>
<thead>
<tr>
<th>NEFT:</th>
<th>Up to Rs. 1 lakh</th>
<th>Rs. 5/- per transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs. 1 lakh and above and up to Rs. 5 lakh</td>
<td>Rs. 25/- per transaction</td>
</tr>
<tr>
<td>RTGS:</td>
<td>Rs. 5 lakh and above</td>
<td>Rs. 50/- per transaction</td>
</tr>
</tbody>
</table>

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

i) Name of Beneficiary
ii) Bank Account No. of the Beneficiary
iii) IFCS Code of the Bank/Branch
iv) Permanent Account Number (PAN)
Failing which their quotation is liable to be rejected.

22. Delay in the Supplier’s performance

22.1 The supplier shall deliver of the Microdiscectomy & Fusion System for Neurosurgery OT and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the Schedule of Requirements and as incorporated in the contract. The time for and the date of delivery of the Microdiscectomy & Fusion System for Neurosurgery OT stipulated in the Schedule of Requirements (SOR)/ Incorporated in Contract 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 Microdiscectomy & Fusion System for Neurosurgery OT 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 Microdiscectomy & Fusion System for Neurosurgery OT and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier’s contractual obligations by issuing an amendment to the contract.

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

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract (GCC), liquidated damages on the Microdiscectomy & Fusion System for Neurosurgery OT and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the Microdiscectomy & Fusion System for Neurosurgery OT 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 Microdiscectomy & Fusion System for Neurosurgery OT and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

22.5 The supplier shall not dispatch the Microdiscectomy & Fusion System for Neurosurgery
OT after expiry of the delivery period. The supplier is required to apply to the
Purchaser/Consignee for extension of delivery period and obtain the same before
despacht. In case the supplier dispatches the Microdiscectomy & Fusion System for
Neurosurgery OT 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.

23. **Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the Microdiscectomy
& Fusion System for Neurosurgery OT or fails to perform the services within the time
frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice
to other rights and remedies available to the Purchaser/Consignee under the
contract, deduct from the contract price, as liquidated damages, a sum equivalent
to 0.50% per week of delay or part thereof on delayed supply of Microdiscectomy &
Fusion System for Neurosurgery OT and/or services until actual delivery or
performance subject to a maximum of 5% of the contract price. Once the maximum is
reached Purchaser/Consignee 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/Consignee, without prejudice to any other contractual rights and remedies
available to it (the Purchaser/Consignee), may, by written notice of default sent to the
supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all
of the Microdiscectomy & Fusion System for Neurosurgery OT or fails to perform any
other contractual obligation(s) within the time period specified in the contract, or within any
extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses
22.3 and 22.4.

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

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

25. **Termination for insolvency**

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

26. **Force Majeure**
26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such 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, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

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

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

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

26.6 The rates quoted for the Stores/Microdiscectomy & Fusion System for Neurosurgery OT, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/Microdiscectomy & Fusion System for Neurosurgery OT of identical description are made to any other person/organization/Institution during the period and should attach an undertaking.

**FALL CLAUSE**

If, at any time, during said period, the Supplier reduce the said prices of such Microdiscectomy & Fusion System for Neurosurgery OT or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences (AIIMS) Bhopal and the price payable for the Microdiscectomy & Fusion System for Neurosurgery OT supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

27. **Termination for convenience**

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser’s/Consignee’s) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, 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 Microdiskectomy & Fusion System for Neurosurgery OT and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier’s receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining Microdiskectomy & Fusion System for Neurosurgery OT and services, the Purchaser/Consignee may decide:
   a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
   b) To cancel the remaining portion of the Microdiskectomy & Fusion System for Neurosurgery OT and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the Microdiskectomy & Fusion System for Neurosurgery OT and services.

28. Governing language

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

29. Notices

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

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

30.3 Venue of Arbitration: The venue of arbitration shall be Bhopal, MP, 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. **General/ Miscellaneous Clauses**

Genuine Microdiscectomy & Fusion System for Neurosurgery OT and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin, country of Shipment etc.

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

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

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

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

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

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

32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

   (1) The Purchaser reserves right to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the Rate Contract with One or More Tenderer(s) as may be deemed fit.

   (2) The Supply Time of Microdiscectomy & Fusion System for Neurosurgery OT are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers, who are confident and willing to supply the requested Microdiscectomy & Fusion System for Neurosurgery OT to AIIMS Bhopal within 3-6 weeks time after the receiving of confirm Supply Order from AIIMS Bhopal are requested to participate in this Tender.

*     *     *     *     *     *     *
SECTION – VI

SCHEDULE OF REQUIREMENTS (SOR)

Part I

Microdiscectomy & Fusion System for Neurosurgery OT requirement List :-

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of Microdiscectomy &amp; Fusion System for Neurosurgery OT (For detailed Technical Specs see Section-XVII)</th>
<th>Qty. (In No.)</th>
<th>Amount require to be deposit as EMD Bid Security (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Microdisectomy &amp; Fusion System</td>
<td>1</td>
<td>80,000.00</td>
</tr>
</tbody>
</table>

Legend :
All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal – 462 020 (MP) INDIA

Part II: Required Delivery Schedule:

a) For Indigenous Microdiscectomy & Fusion System for Neurosurgery OT or for imported Microdiscectomy & Fusion System for Neurosurgery OT if supplied from India or Good to be imported and supplied against payment in Indian Rupees:
3-6 weeks from the date of place of order to deliver at consignee site. The date of delivery means delivery at consignee site (bidders may quote earlier delivery period).

b) For Imported Microdiscectomy & Fusion System for Neurosurgery OT directly from abroad:
Six(6) months from the date of opening of irrevocable Letter of Credit for shipment.

The installation / commissioning (as per the requirement given in technical specifications at Section XVII) of ordered good(s) shall be carried out by the successful bidder within two months time from the date of delivery of Microdiscectomy & Fusion System for Neurosurgery OT / receipt of the Microdiscectomy & Fusion System for Neurosurgery OT and the date of making available the site (by the Consignee), whichever is later.

Part III: Scope of Incidental Services:
Installation & Commissioning, Supervision, Demonstration, Trail Run and Training etc. As specified in GCC Clause 13
Part IV: Turnkey (if any) as per details in Technical Specification “Important Terms and Conditions (Section VII)“. 

Part V: Comprehensive Maintenance Contract (CMC) as per details in Technical Specifications “Important Terms and Conditions (Section VII)“. 

Part VI: Required Terms of Delivery and Destination:

a) For Domestic Microdiscectomy & Fusion System for Neurosurgery OT Or of Foreign Origin Located Within India/Microdiscectomy & Fusion System for Neurosurgery OT to be imported and offered against payment in Indian Rupees: 
The bidders are required to quote their rates for the indigenous Microdiscectomy & Fusion System for Neurosurgery OT or for the imported to be supplied from India on delivery at Consignee Site – Specified in the Schedule of Requirements (SOR).

Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee warehouse.

b) For Imported Microdiscectomy & Fusion System for Neurosurgery OT directly from abroad: 
The bidders are required to quote their rates for the Microdiscectomy & Fusion System for Neurosurgery OT to be imported from outside India, on CIP [ New Delhi International Airport / ICD Tuglakabad / Patparganj basis or Mumbai International Airport ] giving breakup of the price as per the Proforma prescribed in the Price Schedule. 
Insurance (local transportation and storage) would be extended and borne by the supplier from warehouse to the consignee warehouse.
Section – VII

IMPORTANT TERMS AND CONDITIONS

GENERAL POINTS:

1. Warranty (60 Months onsite including Spares & Labour etc.):
   a) The bidder must quote for Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete Microdiscectomy & Fusion System for Neurosurgery OT (Including all spares labour) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trail run & handing over of Microdiscectomy & Fusion System for Neurosurgery OT to the concerned user department.
   b) The Warranty charges shall not be quoted separately.

2. After Sales Service:

   After sales service center 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 that the spares for the Microdiscectomy & Fusion System for Neurosurgery OT shall be available for at least 10 years from the date of supply of Microdiscectomy & Fusion System for Neurosurgery OT.

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 Microdiscectomy & Fusion System for Neurosurgery OT to the satisfaction of the user department.

4. Annual Comprehensive Maintenance Contract (CMC) of subjected Microdiscectomy & Fusion System for Neurosurgery OT:
   a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete Microdiscectomy & Fusion System for Neurosurgery OT (including all spares and labour).
   b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will entertained later.
   c) Cost of CMC will also be added for Ranking/Evaluation purpose.
d) The payment of CMC will be made on yearly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the Microdiscectomy & Fusion System for Neurosurgery OT (as per Section XV) valid till 2 months extra after expiry of entire CMC period.

e) The performance Bank Guarantee for CMC will be applicable in case of Microdiscectomy & Fusion System for Neurosurgery OT cost is more than Rs. 10 lakhs.

f) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

g) All software updates should be provided free of cost during CMC.

h) Failure of the above [4. f] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

i) The payment of CMC will be made on an annual basis after satisfactorily completion of said period.

5. Watch and Ward

The supplier shall be responsible for watch and ward of all the works, Microdiscectomy & Fusion System for Neurosurgery OT and various materials till complete handing over the works / Microdiscectomy & Fusion System for Neurosurgery OT wise to the purchaser in writing.

6. Turnkey:

Turnkey is included in the technical specification of the respective items, wherever required. The bidder shall examine the existing site where the Microdiscectomy & Fusion System for Neurosurgery OT is to be installed, in consultation with HOD of concerned user department. Turnkey details of each Microdiscectomy & Fusion System for Neurosurgery OT are given at the end of Technical Specification, if applicable. The Bidders to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Microdiscectomy & Fusion System for Neurosurgery OT. The Turnkey costs may be quoted in Indian Rupee and the same will also be added for Ranking Purpose.

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

The Turnkey Work should completely comply with AERB requirement, if any.
Section – VIII
QUALITY CONTROL REQUIREMENTS

(Proforma for Microdiscectomy & Fusion System for Neurosurgery OT and quality control employed by the manufacturer(s))

Tender Reference No.
Date of opening
Time
Name and address of the Bidder:

Note: All the following details shall relate to the manufacturer(s) for the Microdiscectomy & Fusion System for Neurosurgery OT quoted for.

01 Name of the manufacturer
   a. full postal address
   b. full address of the premises
   c. telegraphic address
   d. telex number
   e. telephone number
   f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of Microdiscectomy & Fusion System for Neurosurgery OT quoted for
   a. normal
   b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
   a. for incoming materials and bought-out components
   b. for process control
   c. for final product evaluation

07 Test certificate held
   a. type test
   b. BIS/ISO certification
   c. CE/FDA approved
   d. any other

08 Details of staff
   a. technical
   b. skilled
   c. unskilled

Signature and Seal of the Bidder
Section – IX

QUALIFICATION CRITERIA

1. The Bidder must be a Manufacturer or its Authorized Agent. Sub-authorization is not accepted.

2. The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity / capability (both technical and financial) to perform the Contract (in awarded) within the stipulated time period, after meeting all its current / present commitments. The Bidder shall also furnish details of Microdiscectomy & Fusion System for Neurosurgery OT and Quality Control in the enclosed Section VIII.

3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

4. The Purchaser reserves the right to ask for a free demonstration of the quoted Microdiscectomy & Fusion System for Neurosurgery OT at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price bid failing which their bid shall be liable to be rejected.
**PROFORMA ‘A’**

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

<table>
<thead>
<tr>
<th>Tender Reference No.</th>
<th>:--------------------------------------------------------------------------------</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of opening</td>
<td>:--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Time</td>
<td>:--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Name and address of the Bidder</td>
<td>:--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Name and address of the manufacturer</td>
<td>:--------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Order Placed by (Full address of Purchaser/Consignee)</th>
<th>Order No. and Date</th>
<th>Description and Quantity of ordered Microdiscectomy &amp; Fusion System for Neurosurgery OT and Services</th>
<th>Value of order (Rs.)</th>
<th>Date of Completion of Contract</th>
<th>Remarks indicating reasons for delay if any</th>
<th>Have the Microdiscectomy &amp; Fusion System for Neurosurgery OT been functioning Satisfactorily (attach)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature and Seal of the Bidder**

* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.
Section – X
TENDER FORM

To,
The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Ref. Your TE document No. ___________________________ Dated ____________

I/We, the undersigned hereby agree to all the terms and conditions, stipulated by the AIIMS Bhopal, in this connection including delivery, warranty, penalty etc. against above said TE document No. ___________________________ Dated ____________ (if any). We now offer to supply and deliver ____________ (Description of Microdiscectomy & Fusion System for Neurosurgery OT and services) in conformity with your above referred document for the sum of ____________ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the Microdiscectomy & Fusion System for Neurosurgery OT and perform the services as mentioned above, in accordance with the delivery schedule specified in the Schedule of Requirements (SOR).

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

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

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

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

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

(Signature with date )
(Name and designation)
Duly authorised to sign tender for and on behalf of
### SECTION – XI

**PRICE SCHEDULE**

A) PRICE SCHEDULE FOR DOMESTIC MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT OR MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT OF FOREIGN ORIGIN LOCATED WITHIN INDIA MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Brief Description of Items</th>
<th>Country of Origin</th>
<th>Quantity (Nos.)</th>
<th>Price per unit (Rs.)</th>
<th>Total Price (at Consignee Site) basis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ex - factory/Ex-warehouse/Ex-showroom/Off - the shelf</td>
<td>(a)</td>
<td>Excise Duty (if any) [%age &amp; value]</td>
<td>(b)</td>
<td>Sales Tax/VAT(if any) [%age &amp; value]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
</tbody>
</table>

Total Tender price in Rupees: ____________________________________________________________

In words: __________________________________________________________________________

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI-Price Schedule C
3. The Bidder must quote price for “MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Custom Tariff Act 2012-2013.

Name ________________________________

Business Address ____________________________

Signature of Bidder ____________________________

Place: ________________________________

Date: ________________________________

TENDER No. 117: AIIMS Bhopal/HC/RC-NEUROSURGERY OT/ MICRODISCECTOMY & FUSION SYSTEM/2013-14/02

Page No. ( 60 )
## B) PRICE SCHEDULE FOR MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT TO BE IMPORTED FROM ABROAD

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Brief Description of Items</th>
<th>Country of Origin</th>
<th>Quantity (Nos.)</th>
<th>Price per unit (Rs.)</th>
<th>Total Price on CIP Named Port of Destination + Insurance (local transportation and storage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 x 5(d)</td>
</tr>
</tbody>
</table>

* To be paid in Indian Currency (Rs.)

Total Tender price in Foreign Currency: ____________________________

**In words:** __________________________________________________________________________

**Note:**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI-Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the Microdiscectomy & Fusion System for Neurosurgery OT at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable.

**Indian Agent:**

Indian Agency Commission ____________% of FOB

Signature of Tenderer __________________________

**Place:** ___________________________

**Date:** ___________________________

**Name** ____________________________________________________________

**Business Address** _____________________________________________________

**Signature of Bidder** _________________________________________________

**Seal of the Bidder** _________________________________________________

TENDER No. 117: AIIMS Bhopal/HC/RC-NEUROSURGERY OT/ MICRODISCECTOMY & FUSION SYSTEM/2013-14/02

Page No. (61)
C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender No.</td>
<td>Brief Description of Microdiscectomy &amp; Fusion System for Neurosurgery OT</td>
<td>Quantity (Nos.)</td>
<td>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</td>
<td>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [ 3 x (4a+4b+4c+4d+4e) ]</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1st</td>
<td>2nd</td>
</tr>
<tr>
<td>a</td>
<td>b</td>
<td>C</td>
<td>d</td>
<td>e</td>
</tr>
</tbody>
</table>

*After completion of Warranty period. **Service Tax:** Whether extra or inclusive, if extra, indicate the rate _________________

**NOTE:-**
1. In case of discrepancy between unit price and total price, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical / service / operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete Microdiscectomy & Fusion System for Neurosurgery OT and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/ Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98% on 24(hrs) x 7 (days) x 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification “Important Terms and Condition (Section VII) will supersede above provisions.
9. The stipulations shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract Period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name___________________________________
Business Address________________________
Place: ________________________________
Date: ________________________________

Signature of Bidder_____________________
Seal of the Bidder______________________
### D) PRICE SCHEDULE FOR TURNKEY

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Brief Turnkey Description of Microdiscectomy &amp; Fusion System for Neurosurgery OT</strong></td>
<td>Consignee</td>
<td><strong>Turnkey Price</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Service Tax:** Whether extra or inclusive, if extra, indicate the rate _________________

**NOTE:-**

1. The cost of Turnkey as per IMPORTANT TERMS AND CONDITIONS (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained.

2. Cost of Turnkey will be added for Ranking/ Evaluation purpose.

3. The payment of Turnkey will be made as per clause GCC 21.1 (c).

4. The stipulations in Important Terms and Conditions (Section VII) will supersede above provisions.

---

**Name_____________________________**

**Business Address________________________**

Place: _________________________

Signature of Bidder______________________________

Date: _________________________

Seal of the Bidder_____________________________
SECTION – XII

QUESTIONNAIRE

Fill up the Section XVI – Check List for Bidders and enclose with the Tender

1. The Bidder should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a Bidder, the same should be answered with the remark “not applicable”.

2. Wherever necessary and applicable, the Bidder shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.

3. In case a Bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.
SECTION – XIII
BANK GUARANTEE FORM FOR EMD

Whereas _______________________________________________________________
(hereinafter called the “Bidder”) has submitted its quotation dated _______________ for
the supply of __________________________________________________________
(hereinafter called the “Tender”) against the Purchaser’s Tender Enquiry No.
_____________________________________________________________________

Know all persons by these presents that we ___________________________________
of _____________________________________________
(Hereinafter called the “Bank”) having our registered office at ________________________________
are bound unto _________________________________________ (hereinafter called the
“Purchaser) in the sum of ____________________________________________ for
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the said
Bank this _____________________ day of _______ 20____. The conditions of this
obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the tender in any
respect within the period of validity of this tender.

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

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

This guarantee will remain in force for a period of forty-five days after the period of tender
validity and any demand in respect thereof should reach the Bank not later than the
above date.

Signature of the authorized Office of the Bank ______________________________

Name and designation of the Officer _________________________________________

Seal, Name & Address of the Bank and Address of the Branch ________________
MANUFACTURER’S AUTHORISATION FORM

To,
The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Dear Sirs,

Ref. Your TE document No _________________________________, dated _____________

We, ______________________________________________________________________

who are proven and reputable manufacturers of ________________________
(name and description of the Microdiscectomy & Fusion System for Neurosurgery OT offered
in tender) having factories at ____________________________________________________________________________,

hereby authorise Messrs______________________________(name and address of the agent)to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above Microdiscectomy & Fusion System for Neurosurgery OT manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. ____________________________ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above Microdiscectomy & Fusion System for Neurosurgery OT manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the Microdiscectomy & Fusion System for Neurosurgery OT and services offered for supply by the above firm against this TE document.

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

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

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 -XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY /CMC SECURITY

To,

The “Director”
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

WHEREAS _____________________________ (Name and address of the supplier)
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract
no________________________ dated _____________ to supply (description of
Microdiscectomy & Fusion System for Neurosurgery OT and services) (herein after called
“the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall
furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the
sum specified therein as security for compliance with its obligations in accordance with the
contract;

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

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

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

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

This guarantee shall be valid up to 62 (Sixty Two) months from the date of satisfactory
installation of the Microdiscectomy & Fusion System for Neurosurgery OT i.e. up to -----------
------------- (indicate date).

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

..........................................................
Name and designation of the officer

..........................................................
Seal, name & address of the Bank and address of the Branch
**SECTION -XVI**

**CHECKLIST**

Name of Bidder: ____________________________________________________________

Name of Manufacturer: ____________________________________________________

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Activity</th>
<th>Yes/ No/ NA</th>
<th>Page No. in the TE document</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a.</td>
<td>Have you enclosed EMD of required amount for the quoted schedules?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>In case Bank Guarantee is furnished, have you kept its validity of One Year from the date of Techno Commercial bid?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. a.</td>
<td>Have you enclosed duly filled Tender Form as per format in Section X?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. a.</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted Microdiscectomy &amp; Fusion System for Neurosurgery OT vis-à-vis the Technical specifications?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. a.</td>
<td>Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Section IX of TE document in respect of all orders?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Have you submitted copy of the order(s) and end user certificate?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have you submitted manufacturer’s authorization as per Section XIV?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SI No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the TE document</td>
<td>Remarks</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>7.</td>
<td>Have you enclosed Microdiscectomy &amp; Fusion System for Neurosurgery OT catalogue, leaflet, and brochure with full details of quoted Microdiscectomy &amp; Fusion System for Neurosurgery OT?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have you submitted prices of Microdiscectomy &amp; Fusion System for Neurosurgery OT, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Have you kept validity of your bid 9 months from the date of opening of Techno Commercial Bid as per the TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.a</td>
<td>In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. In case of Foreign Bidder, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Have you fully accepted payment terms as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Have you fully accepted delivery period as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Have you submitted the certificate of incorporation?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Have you accepted the warranty as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Have you accepted terms and conditions of TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per TE documents?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three years prior to the date of Tender opening?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SI No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the TE document</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>19.</td>
<td>Have you submitted an affidavit that the firm has not been black listed in the past by any Govt. Institution/Hospital/Organization?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (Principal)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause)?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Have you mentioned the offered model and make of the Equipment?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Have you enclosed the Purchase Orders Copies showing the Order Value with respect to Section-II GIT Clause 5.c. for technical evaluation purpose?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**N.B.**

1. All pages of the Tender should be page numbered and indexed.

2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as **NA**.

3. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

__________________________________________________________

(*Signature with date*)

__________________________________________________________

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

For and on behalf of

__________________________________________________________

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

TECHNICAL SPECIFICATIONS

SCOPE OF WORK: Supply of MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT as per the Standard Technical Specifications at AIIMS Bhopal, Saket Nagar, Bhopal (MP)-462 020 India.

The Scope of work includes:
Providing MICRODISCECTOMY & FUSION SYSTEM FOR NEUROSURGERY OT based on specified make list and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document:

1. We are looking for reputed well known Manufacturer's/Authorized Dealers/Supplier companies, who will supply the high quality Equipment / Instruments as per the requirement list to Pediatric Department of AIIMS Bhopal.

2. Companies well known in the line of manufacturing Equipment/Instruments should only quote due to as per our requirement, the supply time is 3-6 weeks only after the issue of Supply Order/NOA/LOA.

3. Tentative list of Equipment/Instruments required for Pediatric Department given in requirement schedule may be purchased immediately and Tenderer should be brought on site samples of Instrument/Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director, AIIMS Bhopal) for procurement of required Equipment/Instruments for First Phase Hospital functioning.

4. Future orders will be expedited by achieving a Rate Contract as per the terms and condition of the Tender Document by offering a blender bus discount (overall discount on print rate) on the company's Rate in their printed Catalogue.

Director, AIIMS Bhopal reserves the right to reject qualified or alternate proposals.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name of Item</th>
<th>Detailed Description &amp; Technical Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Microdiscectomy &amp; Fusion System</td>
<td><strong>TECHNICAL SPECIFICATION FOR MINIMAL INVASIVE MICRODISCECTOMY AND FUSION SYSTEM</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Following items manufactured to international standards by reputed firms are required. All the instruments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>must be of single make to avoid adaptability issues. Should have US FDA / European CE APPROVAL.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Minimally Invasive disectomy system of Herniated Nucleous pulposus and bony.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• decompression of the root.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System should have instrumentation to allow minimally invasive multilevel PLIF, TLIF, Laminectomy, Facetotomy,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ligament Flavum removal, Nerve root retraction and discectomy. System should have expandable retractors to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>provide user-friendly approaches to single- and multiple-level fusion procedures, with multiple modes of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>visualization—microscopes, loupes, and direct visualization.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Cervical radiolucent retraction system with mediolateral and longitudinal retraction. Blades to be ranged</td>
</tr>
<tr>
<td></td>
<td></td>
<td>from around 30mm to 80mm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System should have capability to multi-Level posterior fusion allowing pedicle to pedicle access atleast</td>
</tr>
<tr>
<td></td>
<td></td>
<td>120mm for fusion.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• System should have sequential dialators expandable tubular access, circular retractors. The</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Name of Item</td>
<td>Detailed Description &amp; Technical Specification</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>-------------------------------------------------</td>
</tr>
</tbody>
</table>
|         |              | sequential dilators should have graduations or depth markers Retractor to avoid muscle striping and outer sheath for endoscope to avoid cutting of muscles and hence providing Muscle Sparing Approach to Spinal Surgery.  
- All the instruments should be with black Coating to avoid Glare. All instruments to be bayonetted wherever necessary.  
- Retraction systems should have provision to attach standard light source. Light adapters for both the type of retraction systems to be added.  
- Flexible Arm Assembly (Flexible arm with rod connection to secure the introducing system to OT table , should be adjustable in multi direction.) to be provided.  
- Should have capability to minimally invasive multilevel fusion.  
- System to be supplied with:  
  - Sequential dilator set 5mm up to 25mm along with guide wire  
  - Flexible arm assembly complete with medio-lateral and longitudinal retractor frames.  
  - Self retaining nerve retractor assembly with blades.  
  - Circular and/or blade retractors in assorted sizes from about 35mm to 85mm.  
  - Microcurrete set consisted of bayonetted long currretes and slim |
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name of Item</th>
<th>Detailed Description &amp; Technical Specification</th>
<th>Qty</th>
<th>Unit</th>
</tr>
</thead>
</table>
|        |                                           | type non bayonetted short curretes  
|        |                                           | o Micro-disc forceps – cup as well as serrated set from 1mm to 4mm size each – straight as well as angled - each |     |      |
|        |                                           | o Micro scissors set – straight as well as angled.                                                        |     |      |
|        |                                           | o Micro penfield set – assorted sizes from about 2mm to 7mm.                                             |     |      |
|        |                                           | o Micro-ronger/punch (kerrison) set – 1mm to 3mm, each 90 and 40 degree and each upcut and downcut.         |     |      |
|        |                                           | o Micro suction set with long as well as short cannulas. Nerve suction-retractor set                       |     |      |
|        |                                           | o Micro probe set – straight, right angled and left angled – each both hook and non-hook type.            |     |      |
|        |                                           | o Appropriate sterilizable boxes for all instruments to be provided.                                    |     |      |
SECTION - XVIII

RATE CONTRACT FORM

(Form for Entering into Rate Contract with the Qualified Bidders)

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No_______________________________________________ dated ____________

(Valid for One Year from the date of Commencement).

This is in continuation to this office's Notification of Award No_______ dated _______

1. Name & address of the Supplier: ____________________________________________

2. Purchaser's TE document No____________
   dated_____________ and subsequent Amendment No_________________________,
   dated_________ (if any), issued by the purchaser.

3. Supplier's Tender No_______________________________________ dated__________
   and subsequent communication(s) No__________________________ dated _________
   (if any), exchanged between the supplier and the purchaser in connection with this tender.

4. In addition to this Rate Contract Form, the following documents etc, which are included in
   the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form
   and be read and construed as integral part of this contract:

   (i) General Conditions of Contract;

   (ii) Special Conditions of Contract;

   (iii) Schedule of Requirements (SOR);

   (iv) Important Terms & Conditions;

   (v) Technical Specifications;

   (vi) Quality Control Requirements;

   (vii) Tender Form furnished by the supplier;

   (viii) Price Schedule furnished by the supplier in its tender;

   (ix) Manufacturers' Authorisation Form (if applicable for this tender);

   (x) Purchaser’s Notification of Award

Note:–

The words and expressions used in this contract shall have the same meanings as are
respectively assigned to them in the conditions of contract referred to above. Further, the
definitions and abbreviations incorporated under clause 1 of Section II – 'General
Instructions to Tenderers' of the Purchaser's TE 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 Microdiscectomy & Fusion System for Neurosurgery OT and services which shall be supplied/provided by the supplier are as under:

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of Microdiscectomy &amp; Fusion System for Neurosurgery OT/services</th>
<th>Accounting unit</th>
<th>Quantity to be supplied</th>
<th>Unit Price</th>
<th>Total price</th>
<th>Terms of delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control :
   (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
   (b) Designation and address of purchaser’s inspecting officer

(v) Destination and despatch instructions

(vi) Consignee(s)
   (a) Warranty clause
   (b) Payment terms
   (c) Paying authority

(Signature, name and address of the Purchaser's/Consignee's authorised official)
For and on behalf of ______________________

Received and accepted this contract

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

(Name and address of the Supplier)

(Signature, name and address of the supplier)
Date: ______________________
Place: ______________________
SECTION -XIX

CONSIGNEE RECEIPT CERTIFICATE

(To be given by Consignee’s Authorized Representative)

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

1) Contract No. & date : ________________________________
2) Supplier’s Name : ________________________________
3) Consignee’s Name & Address with Telephone No., Fax No. & Email : ________________________________
4) Name of the item supplied : ________________________________
5) Quantity Supplied : ________________________________
6) Date of Receipt by the Consignee : ________________________________
7) Name and designation of Authorized Representative of Consignee : ________________________________
8) Signature of Authorized Representative of Consignee with date: ________________________________
9) Seal of the Consignee : ________________________________
SECTION -XX

Proforma of Final Acceptance Certificate by the Consignee

No. ___________________________________________ Date________________________

To

M/s______________________________________________________________________________
______________________________________________________________________________

Subject: Certificate of acceptance of Microdiscectomy & Fusion System for Neurosurgery OT.

This is to certify that the Microdiscectomy & Fusion System for Neurosurgery OT/Stores as detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contract/ specifications. The same has been accepted and taken in stock.

(a) Contract No__________________________________________ dated________

(b) Description of the Microdiscectomy & Fusion System for Neurosurgery OT/Stores:________________________________________________________

(c) Quantity:________________________________________________________________________

(e) Receipt/ Microdiscectomy & Fusion System for Neurosurgery OT Consignment Note no_____________ dated ______

(f) Name of the Transporters:________________________________________________________

(g) Name of the Consignee:___________________________________________________________

(h) Date of acceptance:_______________________________________________________________

(i) Remarks (if any):_________________________________________________________________

Signature ____________________________________________
Name ________________________________________________
Designation with Stamp/Seal ________________________________
SECTION -XXI

CONSIGNEE ADDRESS

<table>
<thead>
<tr>
<th>Institute Name</th>
<th>Contact Address and website</th>
<th>Air Port</th>
</tr>
</thead>
<tbody>
<tr>
<td>All India Institute of Medical Sciences (AIIMS) Bhopal</td>
<td>AIIMS Bhopal, Saket Nagar, Bhopal-462024 (Madhya Pradesh) INDIA</td>
<td>BHOPAL</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.aiimsbhopal.edu.in">www.aiimsbhopal.edu.in</a></td>
<td></td>
</tr>
</tbody>
</table>

N.B.:-

The consignee will ensure timely issue of, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the Suppliers on receipt of such intimation and request from Supplier for the same.

* * * * * *