TENDER ENQUIRY DOCUMENT
FOR
RATE CONTRACT FOR
SUPPLY AND INSTALLATION
OF OT ITEMS (FURNITURE & EQPT) ITEMS
TO AIIMS BHOPAL

Tender No.:
AIIMS BHOPAL/HC/OT ITEMS (FURNITURE & EQPT)
/2013-14/01

Date of Issue of Tender Document : 07.09.2013
Last Date of Submission of Tender : 08.10.2013
Cost of Tender Document : Rs. 5250/- (Non-Refundable) including VAT@5% by the way of Demand Draft in Favour of “Director, AIIMS Bhopal”, Payable at Bhopal
NOTICE INVITING TENDER

Tender No.: AIIMS Bhopal/HC/ OT ITEMS (FURNITURE & EQPT) /2013-14/01
Dated: 07.09.2013

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal – 462 024 (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 OT ITEMS (FURNITURE & EQPT) Items 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 07th September 2013 to 07th October 2013 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to 17.00 Hrs on payment of Tender Document Cost of Rs. 5250/- (Non Refundable) inclusive of VAT@5% in the form of DD, withdrawn from any Nationalized Bank in favour of “Director, AIIMS Bhopal”). Last date of submission of tenders is 08th October 2013 (Upto 14.00Hrs) in the Tender Box kept in the Office of the Stores Officer.

( Admn Officer )
AIIMS Bhopal
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SECTION-I

NOTICE INVITING TENDER (NIT)

Tender No. : AIIMS Bhopal/HC/ OT ITEMS (FURNITURE & EQPT)/2013-14/01
Dated: 07.09.2013

(1) On behalf of Director, AIIMS Bhopal, Saket Nagar, Bhopal – 462 024 (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 following OT ITEMS (FURNITURE & EQPT) for AIIMS Bhopal:

OT ITEMS (FURNITURE & EQPT) Items requirement Tentative List* :-

*AIIMS Bhopal authorities reserve the full rights to increase/decrease the quantity of items either side in the time of award of tender/concurrency period of this Rate Contract as per its actual requirement. The quantities mentioned below in this tender against each item are only indicative/tentative nature.

Bidder must enclose a un-priced list of items with Technical Bid for clear verification of EMD in the Multiplication of Rs. 5,000/- per item wise (i.e. Nos. of Items x EMD Amount of Rs. 5,000/- per Item= Total EMD), those bidders, who have failed to furnish the Un-priced List of Items for which they are interested to participate in this Tender as per list given below along with their Technical Bid, their Bid out rightly rejected.
<table>
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<tr>
<th>Item No.</th>
<th>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</th>
<th>Qty.</th>
<th>Amount require to be deposit as EMD Bid Security against individual item (in Rs.)</th>
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<td>1</td>
<td>SS Instrument trolley Square shape Small for OT</td>
<td>25</td>
<td>5,000.00</td>
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<tr>
<td>2</td>
<td>SS Instrument trolley Rectangular shape Medium for OT</td>
<td>25</td>
<td>5,000.00</td>
</tr>
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<td>3</td>
<td>SS Instrument Trolley Rectangular shape Long for OT</td>
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<td>4</td>
<td>SS Instrument Trolley Curved for OT</td>
<td>20</td>
<td>5,000.00</td>
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<td>5</td>
<td>SS Instrument Trolley Three Shelves – Transport type</td>
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<td>5,000.00</td>
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<td>6</td>
<td>SS Mayo's Trolley</td>
<td>10</td>
<td>5,000.00</td>
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<td>5,000.00</td>
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<td>SS Kick Bowl/Bucket</td>
<td>100</td>
<td>5,000.00</td>
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<td>9</td>
<td>SS Swab Rack</td>
<td>50</td>
<td>5,000.00</td>
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<td>10</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 15” x 12”</td>
<td>30</td>
<td>5,000.00</td>
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<tr>
<td>11</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 14” x 9”</td>
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<tr>
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<td>13</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 11” x 5”</td>
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<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 6” x 4”</td>
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<td>5,000.00</td>
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<td>SS Instrument Tray (Different sizes)- 9”x6”</td>
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<tr>
<td>20</td>
<td>SS Instrument Tray (Different sizes)- 10”x8”</td>
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<td>5,000.00</td>
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<td>SS Instrument Tray (Different sizes)- 12”x8”</td>
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<td>5,000.00</td>
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<td>Neurosurgery Operation Table Specifications(Electro-Hydraulic)</td>
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<td>ENT Operation Table Specifications (Electro-Hydraulic)</td>
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<td>25</td>
<td>Pediatric Operation Table Specifications (Electro-Hydraulic)</td>
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<tr>
<td>Item No.</td>
<td>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</td>
<td>Qty.</td>
<td>Amount require to be deposit as EMD Bid Security against individual item (in Rs.)</td>
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<td>Pedestal/Mobile Single Dome OT Light – LED Light Source</td>
<td>10</td>
<td>5,000.00</td>
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<td>28</td>
<td>Ceiling Mounted Double Dome OT Light - LED Light Source</td>
<td>10</td>
<td>5,000.00</td>
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<td>29</td>
<td>Motorized OT Chair with Foot Rest Mounted Controls</td>
<td>2</td>
<td>5,000.00</td>
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<td>30</td>
<td>Hydraulic Adjustable Surgeon Stool with Small Backrest</td>
<td>10</td>
<td>5,000.00</td>
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<td>31</td>
<td>SS Instrument Cabinet</td>
<td>10</td>
<td>5,000.00</td>
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<td>32</td>
<td>Scrub Stations with Automatic (laser based) antisepctic and water dispenser with additional foot controls with timer</td>
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<td>5,000.00</td>
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</table>

(2) Schedule of Tender:-

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<th>Sr No.</th>
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<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>
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<tr>
<td>2</td>
<td>Estimated Cost of Schedule</td>
<td>Rs. 1,00,00,000/- (One Crore)</td>
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<td>3</td>
<td>EMD (No. of Items X Rs. 5000/-) = Total EMD Amount</td>
<td>Multiplication of Rs. 5000/- for Each Quoted Item Wise in the form of DD/FDR/Banker's Cheque in favour of “Director, AIIMS Bhopal” from any Nationalized bank.</td>
</tr>
<tr>
<td>4</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-462 024 (MP)</td>
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<tr>
<td>5</td>
<td>Date of Sale of Tender Document</td>
<td>From 07th September 2013 to 07th October 2013 on any working day from 10.00 Hrs to 17.00 Hrs except Saturday/Sunday/Holiday</td>
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<td>6</td>
<td>Pre Bid Tender Meeting (Date, Time &amp; Venue)</td>
<td>26th September 2013 from 15.00 Hrs onwards, at the Board Room, 1st Floor, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 024 (MP)</td>
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<td>7</td>
<td>Date and Venue of Submission of Tender</td>
<td>08th October 2013; 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-462 024 (MP)</td>
</tr>
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<td>8</td>
<td>Date and Venue of Opening of</td>
<td>08th October 2013; 15.00 Hrs</td>
</tr>
<tr>
<td>Sr No.</td>
<td>Schedule</td>
<td>Particulars</td>
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</tr>
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<td></td>
<td>Technical Bid</td>
<td>in the Office of the Stores Officer, 1&lt;sup&gt;st&lt;/sup&gt; Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462 024 (MP)</td>
</tr>
<tr>
<td>7</td>
<td>Estimated Cost</td>
<td>Rs. 1,00,00,000/- (One Crore)</td>
</tr>
<tr>
<td>8</td>
<td>EMD</td>
<td>As per the multiplication of Rs. 5000/- per Item wise (i.e. No. of Items x Rs. 5000/- = Total EMD Amount) Items schedule mentioned above in the NIT and Section VI</td>
</tr>
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</table>

Tender Enquiry documents containing detailed specifications along with terms and condition can be had obtained in person from the Office of Stores Officer, 1<sup>st</sup> Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal-462024 (MP) on any working day from 07<sup>th</sup> September 2013 to 07<sup>th</sup> October 2013 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). 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 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 fee 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 in the Tender Box kept at the Office of the Stores Officer, 1<sup>st</sup> Floor, E-Wing, Medical College Building, AIIMS Bhopal, Saket Nagar, Bhopal – 462 024 (MP) or received by the closing date and time stipulated above in the Schedule of Tender of NIT at Point No. 5 for receipt of Bid, failing which the bid would be considered late and rejected. The bids dropped in the other Section/Departments/Centre/Locations of AIIMS Bhopal will not be considered for
submission and such bids will be summarily rejected

(7) All Tenderers must be accompanied the EMD Bid Security as mentioned against each item wise (for those items they are interested to participate) as mentioned above will have 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 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 each of prospective Tenderers, who submitted his bid for this Tender, shall required to be place its sample OT ITEMS (FURNITURE & EQPT) items in the mockup ward at AIIMS Bhopal for which he has submitted his bid side by side during the evaluation of Technical bid (i.e. just after opening of Technical bid on 08th October 2013 onwards (i.e. within a 2 week time) and he will intimate his mockup schedule to the undersigned in his below mentioned email id in advance), so that necessary coordination and cooperation may be provided at AIIMS Bhopal end. He may also required to give the brief Technical Specification PPT Presentation to the AIIMS Bhopal Authorities/Technical Bid Evaluation Committee Members during such mockup show for those items he has submitted his bid to AIIMS Bhopal. All the cost for the organizing such requested mockup show at AIIMS Bhopal shall be solely bear by the prospective Tenderers himself. AIIMS Bhopal shall not pay or bear any cost regarding the same.

(11) 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.

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

(13) This Tender Enquiry Document is not transferable.

(ADMIN OFFICER)
# SECTION – II

**GENERAL INSTRUCTIONS FOR TENDERERS (GIT)**

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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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items and services as incorporated in the contract

(v) “OT ITEMS (FURNITURE & EQPT) Items” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, OT ITEMS (FURNITURE & EQPT) Items, medical OT ITEMS (FURNITURE & EQPT) Items, 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 OT ITEMS (FURNITURE & EQPT) Items, 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 OT ITEMS (FURNITURE & EQPT) Items are required to be delivered as specified in the Contract. If the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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.
(xxi) “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 OT ITEMS (FURNITURE & EQPT) Items 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.

6. **Eligible OT ITEMS (FURNITURE & EQPT) Items and Services**

6.1 All OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items mockup show/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 OT ITEMS (FURNITURE & EQPT) Items
  B- Price Schedules for Imported OT ITEMS (FURNITURE & EQPT) Items
  C- Price Schedule for CMC for OT ITEMS (FURNITURE & EQPT) Items
  D- Price Schedule for OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 and linked with www.tenders.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 (DO).
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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 fulfil 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 OT ITEMS (FURNITURE & EQPT) Items or already imported OT ITEMS (FURNITURE & EQPT) Items shall quote only in Indian Rupees.

12.2 For imported OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items, 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 OT ITEMS (FURNITURE & EQPT) Items and services it proposes to supply 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 OT ITEMS (FURNITURE & EQPT) Items and services as specified for that particular Schedule of Requirement.

13.3 The quoted prices for OT ITEMS (FURNITURE & EQPT) Items offered from within India and that for OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items or OT ITEMS (FURNITURE & EQPT) Items of foreign origin located within India or OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items, 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 OT ITEMS (FURNITURE & EQPT) Items quoted ex-factory etc. or on the previously imported OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items offered from abroad**, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) the price of OT ITEMS (FURNITURE & EQPT) Items quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirement and Price Schedule;

b) the price of OT ITEMS (FURNITURE & EQPT) Items 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 ware house 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 OT ITEMS (FURNITURE & EQPT) Items 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 forth-with 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, OT ITEMS (FURNITURE & EQPT) Items 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 2012-2013 and pay the applicable customs duty, for OT ITEMS (FURNITURE & EQPT) Items offered from abroad for delivery at CIP/CIF(Port of Entry) in India basis to avail concessional rate of duty.

For the OT ITEMS (FURNITURE & EQPT) Items 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 2012-2013. In case, the bidder required CDEC certificate, then the same should be specifically mentioned in the bid.

13.6 For transportation of imported OT ITEMS (FURNITURE & EQPT) Items offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items.

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 in 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items, which are manufactured by some other firm, the Bidder has been duly authorised by the OT ITEMS (FURNITURE & EQPT) Items manufacturer to quote for and supply the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items and services offered in the tender fully conform to the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items & 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 OT ITEMS (FURNITURE & EQPT) Items 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 manufacture’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 OT ITEMS (FURNITURE & EQPT) ITEMS 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items” 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 superscribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed 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-462 024 (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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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) OT ITEMS (FURNITURE & EQPT) Items 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 register / 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.
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 OT ITEMS (FURNITURE & EQPT) Items offered from abroad, the quoted CIP( New Delhi International Airport/ICD Tuglakabad/Patparganj or 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, interalia, 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items & 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 OT ITEMS (FURNITURE & EQPT) Items & 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 upto 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 any thing 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 blacklisted in the past by any Govt. or Private Organization.**

**SECTION - III**

**SPECIAL INSTRUCTIONS TO TENDERERS (SIT)**

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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 each of prospective Tenderers, who submitted his bid for this Tender, shall required to be place its sample OT ITEMS (FURNITURE & EQPT) items in the mockup ward at AIIMS Bhopal for which he has submitted his bid side by side during the evaluation of Technical bid (i.e. just after opening of Technical bid on 08th October 2013 onwards (i.e. within a 2 week time) and he will intimate his mockup schedule to the undersigned in his below mentioned email id in advance), so that necessary coordination and cooperation may be provided at AIIMS Bhopal end. He may also required to give the brief Technical Specification PPT Presentation to the AIIMS Bhopal Authorities/Technical Bid Evaluation Committee Members during such mockup show for those items he has submitted his bid to AIIMS Bhopal. All the cost for the organizing such requested mockup show at AIIMS Bhopal shall be solely bear by the prospective Tenderes himself. AIIMS Bhopal shall not pay or bear any cost regarding the same.

(2) 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.

(3) The Supply Time of OT ITEMS (FURNITURE & EQPT) Items are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers, who are confident and willing to supply the requested OT ITEMS (FURNITURE & EQPT) Items to AIIMS Bhopal within 2-3 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)

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SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, 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 OT ITEMS (FURNITURE & EQPT) Items & 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 (10%) 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 68 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 OT ITEMS (FURNITURE & EQPT) Items & 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items including quantity
c. packing list reference number
d. country of origin of OT ITEMS (FURNITURE & EQPT) Items
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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items fail to conform to the specifications, the Purchaser may reject the OT ITEMS (FURNITURE & EQPT) Items and the Supplier shall either replace the rejected OT ITEMS (FURNITURE & EQPT) Items or make all 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 OT ITEMS (FURNITURE & EQPT) Items after the Good’s arrival at the final destination shall in no way be limited or waived by reason of the OT ITEMS (FURNITURE & EQPT) Items’ having previously been inspected, tested and passed by Purchaser or its representatives prior to the OT ITEMS (FURNITURE & EQPT) Items’ 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 and responsibility of the Suppliers without any further notice.

9. **Terms of Delivery**

9.1 OT ITEMS (FURNITURE & EQPT) Items shall be delivered by the supplier in accordance with the terms of delivery specified in the Schedule of Requirements (SOR)/contract.

10. **Transportation of OT ITEMS (FURNITURE & EQPT) Items**

10.1 Instructions for transportation of imported OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items including OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items as per its own procedure.

11. **Insurance:**

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the OT ITEMS (FURNITURE & EQPT) Items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) In case of supply of OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items by the Consignee.
ii) In case of supply of the imported OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items

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 OT ITEMS (FURNITURE & EQPT) Items.

iv) Supplying required number of operation & maintenance manual for the OT ITEMS (FURNITURE & EQPT) Items.

14. **Distribution of Dispatch Documents for Clearance/Receipt of OT ITEMS (FURNITURE & EQPT) Items**

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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items or OT ITEMS (FURNITURE & EQPT) Items of Foreign Origin Located within India/OT ITEMS (FURNITURE & EQPT) Items 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, OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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, OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items issued by recognized / reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
ii) Manufacturer’s own factory inspection report.
vi) Certificate of origin.
ix) Port of Loading.
x) Port of Discharge and
xi) Expected date of arrival.

15. Warranty

15.1 The supplier warrants comprehensively that the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 COMPREHESIVE 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 OT ITEMS (FURNITURE & EQPT) Items.
- 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 48hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective OT ITEMS (FURNITURE & EQPT) Items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/OT ITEMS (FURNITURE & EQPT) Items after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/OT ITEMS (FURNITURE & EQPT) Items thereafter. The penalty clause for non replacement will be applicable as per tender conditions.

15.5 In the event of replacement of defective OT ITEMS (FURNITURE & EQPT) Items during the warranty period, the warranty for the replaced OT ITEMS (FURNITURE & EQPT) Items shall be extended for a further period as mentioned under Clause 15.2 to the date such OT ITEMS (FURNITURE & EQPT) Items 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 48hours 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 OT ITEMS (FURNITURE & EQPT) Items.
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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items /machines/OT ITEMS (FURNITURE & EQPT) Items etc. and shall always give the most competitive price for its machines/OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items or OT ITEMS (FURNITURE & EQPT) Items of Foreign Origin Located within India/OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items in good condition and upon the submission of the following documents:

(i) Four copies of supplier’s invoice showing contract number, OT ITEMS (FURNITURE & EQPT) Items 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 10% (Ten) % order value from any scheduled bank valid upto 60 days beyond of date of expiry of warranty period.

**B) Payment for Imported OT ITEMS (FURNITURE & EQPT) Items:**
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 10% 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 10% 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, OT ITEMS (FURNITURE & EQPT) Items 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.
vi) Inspection Certificate for the despatched OT ITEMS (FURNITURE & EQPT) Items 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 pain 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 to 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items.
(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 OT ITEMS (FURNITURE & EQPT) Items 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: Up to Rs. 1 lakh</th>
<th>Rs. 5/- per transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs. 1 lakh and above and up to Rs. 5 lakh</td>
<td>Rs. 25/- per transaction</td>
</tr>
<tr>
<td>RTGS: 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about
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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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/OT ITEMS (FURNITURE & EQPT) Items, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 
independently the Purchaser/Consiee/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.

(4) The each of prospective Tenderers, who submitted his bid for this Tender, shall 
required to be place its sample OT ITEMS (FURNITURE & EQPT) items in the 
mockup ward at AIIMS Bhopal for which he has submitted his bid side by side during 
the evaluation of Technical bid (i.e. just after opening of Technical bid on 08th 
October 2013 onwards (i.e. within a 2 week time) and he will intimate his mockup 
schedule to the undersigned in his below mentioned email id in advance), so that 
necessary coordination and cooperation may be provided at AIIMS Bhopal end. He 
may also required to give the brief Technical Specification PPT Presentation to the 
AIIMS Bhopal Authorities/Technical Bid Evaluation Committee Members during such 
mockup show for those items he has submitted his bid to AIIMS Bhopal. All the cost 
for the organizing such requested mockup show at AIIMS Bhopal shall be solely 
bear by the prospective Tenderer himself. AIIMS Bhopal shall not pay or bear any
cost regarding the same.

(5) 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.

(6) The Supply Time of OT ITEMS (FURNITURE & EQPT) Items are very important factor to the Purchaser (i.e. for AIIMS Bhopal), Only those Tenderers, who are confident and willing to supply the requested OT ITEMS (FURNITURE & EQPT) Items to AIIMS Bhopal within 2-3 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

OT ITEMS (FURNITURE & EQPT) Items requirement Tentative List* :-

*AIIMS Bhopal authorities reserve the full rights to increase/decrease the quantity of items either side in the time of award of tender/concurrency period of this Rate Contract as per its actual requirement. The quantities mentioned below in this tender against each item are only indicative/tentative nature.

Bidder must enclose a un-priced list of items with Technical Bid for clear verification of EMD in the Multiplication of Rs. 5,000/- per item wise (i.e. Nos. of Items x EMD Amount of Rs. 5,000/- per Item= Total EMD), those bidders, who have failed to furnish the Un-priced List of Items for which they are interested to participate in this Tender as per list given below along with their Technical Bid, their Bid out rightly rejected.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</th>
<th>Qty.</th>
<th>Amount require to be deposit as EMD Bid Security against individual item (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SS Instrument trolley Square shape Small for OT</td>
<td>25</td>
<td>5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>SS Instrument trolley Rectangular shape Medium for OT</td>
<td>25</td>
<td>5,000.00</td>
</tr>
<tr>
<td>3</td>
<td>SS Instrument Trolley Rectangular shape Long for OT</td>
<td>25</td>
<td>5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>SS Instrument Trolley Curved for OT</td>
<td>20</td>
<td>5,000.00</td>
</tr>
<tr>
<td>5</td>
<td>SS Instrument Trolley Three Shelves – Transport type</td>
<td>25</td>
<td>5,000.00</td>
</tr>
<tr>
<td>6</td>
<td>SS Mayo's Trolley</td>
<td>10</td>
<td>5,000.00</td>
</tr>
<tr>
<td>7</td>
<td>SS Two Tier Bowl Stand with Wheels</td>
<td>25</td>
<td>5,000.00</td>
</tr>
<tr>
<td>8</td>
<td>SS Kick Bowl/Bucket</td>
<td>100</td>
<td>5,000.00</td>
</tr>
<tr>
<td>9</td>
<td>SS Swab Rack</td>
<td>50</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</td>
<td>Qty.</td>
<td>Amount require to be deposit as EMD Bid Security against individual item (in Rs.)</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------</td>
<td>------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 15” x 12”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>11</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 14”x 9”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>12</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 11” x 9”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>13</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 11” x 5”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>14</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 9” x 9”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>15</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) – 9” x 5”</td>
<td>30</td>
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</tr>
<tr>
<td>16</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 6”x 6”</td>
<td>30</td>
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</tr>
<tr>
<td>17</td>
<td>SS Seamless Dressing Drums Assorted (Different Sizes) - 6” x 4”</td>
<td>30</td>
<td>5,000.00</td>
</tr>
<tr>
<td>18</td>
<td>SS Instrument Tray (Different sizes)- 8”x6”</td>
<td>50</td>
<td>5,000.00</td>
</tr>
<tr>
<td>19</td>
<td>SS Instrument Tray (Different sizes)- 9”x6”</td>
<td>50</td>
<td>5,000.00</td>
</tr>
<tr>
<td>20</td>
<td>SS Instrument Tray (Different sizes)- 10”x8”</td>
<td>50</td>
<td>5,000.00</td>
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<tr>
<td>21</td>
<td>SS Instrument Tray (Different sizes)- 12”x8”</td>
<td>50</td>
<td>5,000.00</td>
</tr>
<tr>
<td>22</td>
<td>Orthopaedic Operation Table Specifications(Electro-Hydraulic)</td>
<td>1</td>
<td>5,000.00</td>
</tr>
<tr>
<td>23</td>
<td>Neurosurgery Operation Table Specifications(Electro-Hydraulic)</td>
<td>1</td>
<td>5,000.00</td>
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<tr>
<td>24</td>
<td>ENT Operation Table Specifications (Electro-Hydraulic)</td>
<td>1</td>
<td>5,000.00</td>
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<tr>
<td>25</td>
<td>Pediatric Operation Table Specifications (Electro-Hydraulic)</td>
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<td>5,000.00</td>
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<tr>
<td>26</td>
<td>Specifications for Electro-Hydraulic ( for General Surgery/Gynecology) Operation Table</td>
<td>3</td>
<td>5,000.00</td>
</tr>
<tr>
<td>27</td>
<td>Pedestal/Mobile Single Dome OT Light – LED Light Source</td>
<td>10</td>
<td>5,000.00</td>
</tr>
<tr>
<td>28</td>
<td>Ceiling Mounted Double Dome OT Light - LED Light Source</td>
<td>10</td>
<td>5,000.00</td>
</tr>
<tr>
<td>29</td>
<td>Motorized OT Chair with Foot Rest Mounted Controls</td>
<td>2</td>
<td>5,000.00</td>
</tr>
<tr>
<td>30</td>
<td>Hydraulic Adjustable Surgeon Stool with Small Backrest</td>
<td>10</td>
<td>5,000.00</td>
</tr>
<tr>
<td>31</td>
<td>SS Instrument Cabinet</td>
<td>10</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</td>
<td>Qty.</td>
<td>Amount require to be deposit as EMD Bid Security against individual item (in Rs.)</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------</td>
<td>------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>32</td>
<td>Scrub Stations with Automatic (laser based) antiseptic and water dispenser with additional foot controls with timer</td>
<td>4</td>
<td>5,000.00</td>
</tr>
</tbody>
</table>

Legend:
All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal – 462 024 (MP) INDIA

Part II: Required Delivery Schedule:

a) For Indigenous OT ITEMS (FURNITURE & EQPT) Items or for imported OT ITEMS (FURNITURE & EQPT) Items if supplied from India or Good to be imported and supplied against payment in Indian Rupees:

2-3 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items / receipt of the OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items Or of Foreign Origin Located Within India/OT ITEMS (FURNITURE & EQPT) Items to be imported and offered against payment in Indian Rupees:
The bidders are required to quote their rates for the indigenous OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items directly from abroad:**

The bidders are required to quote their rates for the OT ITEMS (FURNITURE & EQPT) Items 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:

   a) The bidder must quote for Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete OT ITEMS (FURNITURE & EQPT) Items (Including all spares labour) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trail run & handing over of OT ITEMS (FURNITURE & EQPT) Items to the concerned user department.

   b) The Warranty charges shall not be quoted separately.

2. After Sales Service:

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

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 OT ITEMS (FURNITURE & EQPT) Items to the satisfaction of the user department.

4. Annual Comprehensive Maintenance Contract (CMC) of subjected OT ITEMS (FURNITURE & EQPT) Items :

   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 compete OT ITEMS (FURNITURE & EQPT) Items (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 OT ITEMS (FURNITURE & EQPT) Items (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 OT ITEMS (FURNITURE & EQPT) Items 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, OT ITEMS (FURNITURE & EQPT) Items and various materials till complete handing over the works / OT ITEMS (FURNITURE & EQPT) Items to the purchaser.

6. Turnkey:

Turnkey is included in the technical specification of the respective items, wherever required. The bidder shall examine the existing site where the OT ITEMS (FURNITURE & EQPT) Items is to be installed, in consultation with HOD of concerned user department. Turnkey details of each OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items. 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 / Authorized Dealer. 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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.

5. The manufacturer itself or on whose behalf the bid is submitted should have the following certifications:-
ISO 9001/14001 certification, the self-attested copies of the certificates to be attached.
PROFORMA ‘A’
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last five years)

Tender Reference No. : _______________________________________

Date of opening : _______________________________________

Time : _______________________________________

Name and address of the Bidder : _______________________________________

Name and address of the manufacturer : _______________________________________

<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 OT ITEMS (FURNITURE &amp; EQPT) Items 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 OT ITEMS (FURNITURE &amp; EQPT) Items been functioning Satisfactorily (attach documentary evidence)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per Contract Actual</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

Date ____________

To,

The “Director”,
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 024 (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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) ITEMS OR OT ITEMS (FURNITURE & EQPT) ITEMS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OT ITEMS (FURNITURE & EQPT) ITEMS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES**

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</th>
<th>Country of Origin</th>
<th>Quantity (Nos.)</th>
<th>Ex-factory/Ex-warehouse/Ex-showroom/Off-the-shelf</th>
<th>Excise Duty (if any) [%age &amp; value]</th>
<th>Sales Tax/VAT (if any) [%age &amp; value]</th>
<th>Packing and Forwarding charges</th>
<th>Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and Incidental costs till consignee’s site</th>
<th>Incidental Services (including Installation &amp; Commissioning, Supervision, Demonstration and Training) at the Consignee’s site</th>
<th>Unit Price (at Consignee Site) basis</th>
<th>Total Price (at Consignee Site) basis (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
<td>(g)</td>
<td>=a+b+c+d+e+f</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 “OT ITEMS (FURNITURE & EQPT) ITEMS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after having taken into 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: ____________________________

Seal of the Bidder_______________
### B) PRICE SCHEDULE FOR OT ITEMS (FURNITURE & EQPT) ITEMS TO BE IMPORTED FROM ABROAD

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Brief Description of OT ITEMS (FURNITURE &amp; EQPT) Items</th>
<th>Country of Origin</th>
<th>Quantity (Nos.)</th>
<th>Price per unit (Rs.)</th>
<th>Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FOB price at port / airport of Loading</td>
<td></td>
<td>(a)</td>
<td></td>
<td>4 x 5(d)</td>
</tr>
<tr>
<td></td>
<td>Carriage &amp; Insurance (port of Loading to port of entry) and other incidental costs*</td>
<td></td>
<td>(b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Incidental Services (including Installation &amp; Commissioning, Supervision, Demonstration and Training) at the Consignee’s site*</td>
<td></td>
<td>(c)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(d)=a+b+c</td>
<td></td>
<td></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 OT ITEMS (FURNITURE & EQPT) Items 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 ____________________________

**Indian Agent Commission:**
Name ____________________________________________
Business Address __________________________________
Signature of Bidder ______________________________
Signature of Bidder ______________________________
Place: _________________________________________
Date: _________________________________________

Seal of the Bidder ____________________________
### 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 OT ITEMS (FURNITURE &amp; EQPT) Items</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></td>
<td></td>
<td></td>
<td>a</td>
<td>b</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 OT ITEMS (FURNITURE & EQPT) Items 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>Schedule No.</td>
<td>Brief Turnkey Description of OT ITEMS (FURNITURE &amp; EQPT) Items</td>
<td>Consignee</td>
<td>Turnkey Price</td>
</tr>
<tr>
<td></td>
<td></td>
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</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 on claim for the same will be entertained late.
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- 462 024 (MP) INDIA

Dear Sirs,

Ref. Your TE document No _________________________________, dated _____________

We, ______________________________________________________________________

who are proven and reputable manufacturers of ____________________________________
(name and description of the OT ITEMS (FURNITURE & EQPT) Items offered in the tender)

having factories at ___________________________________________________________________________

hereby authorise Messrs______________________________(name and address of the
agent) to submit a tender, process the same further and enter into a contract with you against
your requirement as contained in the above referred TE documents for the above OT ITEMS
(FURNITURE & EQPT) Items 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 OT ITEMS
(FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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- 462 024 (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 OT ITEMS
(FURNITURE & EQPT) Items 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 OT ITEMS (FURNITURE & EQPT) Items 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>
</tr>
</thead>
<tbody>
<tr>
<td>1. a.</td>
<td>Have you enclosed EMD of required amount for the quoted schedules (i.e. Nos. of Items X EMD of Rs. 5,000/- per Item= Total EMD and un-priced list of Items for EMD Verification?</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>
</tr>
<tr>
<td>c.</td>
<td>In case Bank Guarantee is furnished, have you kept its validity of <strong>One Year</strong> from the date of Techno Commercial bid?</td>
</tr>
<tr>
<td>2. a.</td>
<td>Have you enclosed duly filled Tender Form as per format in Section X?</td>
</tr>
<tr>
<td>b.</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</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>
</tr>
<tr>
<td>4. a.</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted OT ITEMS (FURNITURE &amp; EQPT) Items vis-à-vis the Technical specifications?</td>
</tr>
<tr>
<td>b.</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</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>
</tr>
<tr>
<td>b.</td>
<td>Have you submitted copy of the order(s) and end user certificate?</td>
</tr>
<tr>
<td>6.</td>
<td>Have you submitted manufacturer’s authorization as per Section XIV?</td>
</tr>
<tr>
<td>SI No.</td>
<td>Activity</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>7.</td>
<td>Have you enclosed OT ITEMS (FURNITURE &amp; EQPT) Items catalogue, leaflet, and brochure with full details of quoted OT ITEMS (FURNITURE &amp; EQPT) Items?</td>
</tr>
<tr>
<td>8.</td>
<td>Have you submitted prices of OT ITEMS (FURNITURE &amp; EQPT) Items, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?</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>
</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>
</tr>
<tr>
<td>b.</td>
<td>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>
</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>
</tr>
<tr>
<td>12.</td>
<td>Have you fully accepted payment terms as per TE document?</td>
</tr>
<tr>
<td>13.</td>
<td>Have you fully accepted delivery period as per TE document?</td>
</tr>
<tr>
<td>14.</td>
<td>Have you submitted the certificate of incorporation?</td>
</tr>
<tr>
<td>15.</td>
<td>Have you accepted the warranty as per TE document?</td>
</tr>
<tr>
<td>16.</td>
<td>Have you accepted terms and conditions of TE document?</td>
</tr>
<tr>
<td>17.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per TE documents?</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>
</tr>
<tr>
<td>SI No.</td>
<td>Activity</td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<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>
</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>
</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>
</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

*AIIMS Bhopal authorities reserve the full rights to increase/decrease the quantity of items either side in the time of award of tender/concurrency period of this Rate Contract as per its actual requirement. The quantities mentioned below in this tender against each item are only indicative/tentative nature.
Item no 1

SS Instrument trolley Square shape Small for OT

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Made from high quality stainless steel.
- Should have two shelves without side rails
- The tray area should be about 40X40 cm and ht of about 80cm
- Mounted on rust-free 12.50 cm castors with front two having brakes
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
**Item no 2**

**SS Instrument trolley Rectangular shape Medium for OT**

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Made from high quality stainless steel.
- Should have two shelves without side rails
- The tray area should be about 40X60 cm and ht of about 80cm
- Mounted on rust-free 12.50 cm castors with front two having brakes
- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 3

SS Instrument Trolley Rectangular long for OT

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Made from high quality stainless steel.
- Should have two shelves with three side rails
- The tray area should be about 50X150cm and ht of about 80cm
- Mounted on rust-free 12.50 cm castors with front two having brakes
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 4

SS Instrument Trolley Curved for OT

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Made from high quality stainless steel.
- Should have two shelves with three side rails
- The tray area should be about 50 cm X 150cm and Height of about 80cm
- Mounted on rust-free 12.50 cm castors with front two having brakes
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 5

SS Instrument Trolley Three Shelves – Transport type

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Made from high quality stainless steel.
- Three Detachable shelves of stainless steel trays with side edges elevated 2 cm.
- The tray area should be about 50cm X100cm and Height of about 80cm
- Separate push handle and mounted on rust-free 12.50 cm castors with one side (Push handle side) having Two brakes
- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 6

SS Mayo’s Trolley

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Tubular frame made of SS pipe
- Mounted on Four rust-free 12.50 cm castors.
- Tray stand mounted on a single SS pipe with removable SS tray
- Adjustable height form about 75cm. to 150cm.
- Detachable SS Tray Size approx. 60 cm L x 40 cm W. All Four edges raised 1 cm.
- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 7

SS Two Tier Bowl Stand with Wheels

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- SS tubular frame mounted on three rust proof 12.50 cm castors.
- Two bowl rings of about 35cm diameter, fitted one above the other for placing bowls.
- Two properly fitting Stainless Steel bowls to be supplied along with.
- Top Bowl Ring Height of about 80cm
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 8

SS Kick Bowl

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- SS Bowl ring of 350 mm diameter
- Frame work made of SS material
- Mounted on 75mm 3 Nos. rust free 12.50 cm Castors
- Full SS finish Supplied with easily removable stainless steel round bowl – about 5 ltr capacity.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 9

SS Swab Rack

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Overall Approx. Size: 137 H x 76 W x 46 D cm
- Frame work of SS tubes mounted on 10 cm Dia Castor with brakes.
- Eight Rows with Six Hooks in each Row.
- Removable SS tray fitted on Bottom side (to collect dripping fluid).
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
**Item No. 10**

SS Seamless Dressing Drum (Sizes of 15” x 12”)

*This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below*

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each Drum should have following sizes: (Diameter x Height) in Inch
  
  15” x 12”

- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 11

SS Seamless Dressing Drum (Sizes 14”x 9”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each Drum should have following sizes: (Diameter x Height) in Inch
  
  14”x 9”

- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 12

SS Seamless Dressing Drum (Sizes 11” x 9”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each Drum should have following sizes: (Diameter x Height ) in Inch
  11” x 9”
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 13

SS Seamless Dressing Drum (Size 11” x 5”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each drum should have following sizes: (Diameter x Height) in Inch

  11” x 5”

- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 14

SS Seamless Dressing Drum (Size 9” x 9”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each drum should have following sizes: (Diameter x Height) in Inch 9” x 9”
- All the Stainless Steel should be seamless conforming to 304 grade/16 gauge and Polished
Item No. 15

SS Seamless Dressing Drum (Size 9” x 5”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each drum should have following sizes: (Diameter x Height ) in Inch

  9” x 5”

- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 16

SS Seamless Dressing Drum (Size 6” x 6”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each drum should have following sizes: (Diameter x Height ) in Inch

  6” x 6”

- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 17

SS Seamless Dressing Drum (Size 6” x 4”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Stainless steel seamless round construct
- Autoclave compatible with side holes that can be closed with slider
- Hinged lid with drop down hasps and durable holding handle on top
- Additional side handle pairs
- Each drum should have following sizes: (Diameter x Height ) in Inch
  
  6” x 4”

- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item no 18

SS Instrument Trays (Size 2” x 6”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- High quality stainless steel moulded and joint less
- SS lid with central lifting handle
- Trays to be supplied in following size: (Length x Width) in Inch

2” x 6”

Tray should have depth of about 2 Inches.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item no 19

SS Instrument Trays (Size 4”x 8”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- High quality stainless steel moulded and joint less
- SS lid with central lifting handle
- Trays to be supplied in following size: (Length x Width) in Inch

4”x 8”

Tray should have depth of about 2 Inches.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item no 20

SS Instrument Trays (Size 6”x 8”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- High quality stainless steel moulded and joint less
- SS lid with central lifting handle
- Trays to be supplied in following size: (Length  x Width ) in Inch

6”x 8”

Tray should have depth of about 2 Inches.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item no 21

SS Instrument Trays (Size 8”x 10”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- High quality stainless steel moulded and joint less
- SS lid with central lifting handle
- Trays to be supplied in following size: (Length x Width ) in Inch
  
  8”x 10”

Tray should have depth of about 2 Inches.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item no 22

SS Instrument Trays (Size 8”x 12”)

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- High quality stainless steel moulded and joint less
- SS lid with central lifting handle
- Trays to be supplied in following size: (Length x Width ) in Inch

8”x 12”

Tray should have depth of about 2 Inches.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 23
Orthopaedic Operation Table Specifications

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

It should be removable, seven or more sections of tabletop: Independently removable section, Full Length radio transparency along entire length with ability to move C arm under and around table throughout its length. Besides, normal elevation of column, the table top should be capable of lift by control unit. There should be provision for lifting the trunk and pelvis sections either separately or together, anatomically elevated at the same height. Head section with adjustment for optimum positioning. The table top should allow the use X-ray cassette all over its length, The pads should be removable for hygiene and cleaning, bacteriostatic, should be made of long life material. All types of Orthopaedic position like beach chair, for discectomy surgery, femoral&tibial interlocking etc should be feasible. Motorized Movements: Height Adjustment Range : 200 mm or more Table Top Lift Range : 100 mm or more , Lateral Tilt : 15 deg. or more Trendelenberg : +30deg / -15deg, Lengthwise manual movement of trunk sections for easy access to image intensifier : 300 mm or more.Column: Column for above table top, complete with built-in maintenance free battery. Column should be movable on trolley.Trolley: For moving the table top and column with facility for height adjustment and trendlenbergtilting. Standard Accessories: Double remote control One Cordless Infra Red and with Cables Motor Driven emergency movement module, Water proof foot pedal for table top height adjustment and indicators, Thigh Holder: Pair of thigh holder, swiveling, adjustable via ball & socket joint, lengthwise and laterally adjustable. Complete with pads, fixing straps and clamps Instrument tray, sliding or rail, Dimension: App x 320x 350 mm, Mobile Frame: Mobile frame, with stainless steel bucket, complete with 4 castors , Cassette Holder: Holding arm for positioning x-ray cassettes under radio transparent table top. Mounted on side rails by means of clamp. Insertion Bar: Bar for insertion of x-ray cassette, under the table top.Attachments: Lower Limbs Traction Devic, Femoral Nailing Device, Knee Arthroscopy Device, Meniscus Positioning Device , Hip Prosthesis Device, Humerus Positioning Device, Shoulder Arthroscopy Device, Spine Cord Positioning Device, Hand Surgery Table.
This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

1. A dedicated system for Neurosurgery as well as general surgical applications.

2. Operational Requirements
   1. The table should be mobile, electrically controlled with battery powered hydraulic drive. Fully charged battery should be sufficient for weekly operative schedule. The charging status and table battery status should preferably be visible.
   2. All movements should be motorized. All controls should be Electronic PCB Based. One Set of Controls should be on the Table Stand itself and another on a wired remote.
   3. Table top should be divided into segments, topped with integral foam padding which is both radio translucent and electrically conductive. The table should rest on easy-rolling castors and should be fitted with brakes.
   4. Should be equipped with x-ray translucent seamless moulded mattress attached to the top with pins for easy attachment/detachment and hygiene.
   5. All table top sections except central section should be detachable and interchangeable using easy latch mechanism to suit all surgical needs.
   6. The Table top should be made up of high pressure laminate to permit X-Ray penetration.
   7. Should be able to take intraop X-Rays of skull and spine.
   8. Should have stainless steel accessory rails on both sides of the table-top to hold various accessories.
   9. The table design should provide comfortable leg space to the surgeon while operating sitting at head end or at the side of the patient.
10. The base column should have telescopic cover of stainless steel and fiberglass laminate to prevent the ingress of fluid in the system.

11. All metal components of the table should be made up of corrosion resistant aluminum or stainless steel.

3. Technical Specifications
   1. Should have a stable base.
   2. Should have a powered longitudinal slide for 400-600mm.
   3. Should be electro-hydraulic with facility for various positions such as sitting, supine, prone and lateral positions under the microscope.
   4. Should have a top that can be adjusted from 50-100 cm height.
   5. Should have a top with dimensions 50 cm (w) x 190-210 cm (L).
   6. Should have a head holder for various positions. The head holder should be attached to the main unit.
   7. Should have a table top which can rotate towards the right and left by 20-30 deg each.
   8. Should have headboard break 100, up, 850 down with manual and electrohydraulic operation.
   9. Movement should be possible by simply pressing the appropriate buttons on the Remote Control.
   10. Electric control to achieve the following positions. (All in degrees) Trendelenburg - 30° Reverse Trendelenburg - 25° Side tilt - 20-30° Back plate raise - 80-90° Back plate drop 50.

4. System Configuration Accessories, spares and consumables
   1. System as specified.
   2. Standard Accessories - 01 set
   3. Accessories for Neurosurgery -
      - Mayfield skull clamp with necessary adapters.
      - Attachment frame for positioning the patient in sitting position.
      - Pair of cushioned Arm Board with straps
      - Wristlet
      - Body straps
      - Anaesthesia screen
      - Infusion bottle holders
      - Radial setting clamp
      - Horse shoe with connecting fixtures adults
      - Horseshoe with connecting fixtures pediatrics.
      - Wrist support.
      - Accessories for prone and knee-chest position.
      - C arm compatible and radio oblique.

5. Environmental factors
   2. The unit shall be capable of operating continuously in ambient temperature of 10-40deg C and relative humidity of 15-90%.

6. Power Supply
   1. Power input to be 220-240VAC, 50Hz fitted with Indian plug.
   2. The table should be battery powered and should be usable while being recharged.
   3. The table should also operate on mains power with internal charger unit.
   4. Fully charged battery should be sufficient for weekly operative schedule. The charging status and table battery status should preferably be visible.
   5. Incase of electrical failure should have foot operated hydraulic controls to change various positions of the table.

7. Standards, Safety and Training
   1. Should have current leakage less than 70 U/A AC (0.07m Amp).
   2. Manufacturer/Supplier should have ISO certification for quality standards.
   3. Should be FDA/CE/UL/BIS approved product.
4. Comprehensive training for lab staff and support services till familiarity with the system.
5. Comprehensive warranty for 5 years and additional 5 years AMC.

8 Documentation
1. User Manual in English
2. Service manual in English
3. Certificate of calibration and inspection.
4. List of important spares and accessories with their part number and costing.
5. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
6. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.
This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

The Electro-Hydraulic O.T. Table should have the following specifications:

1. The table should be sturdy with modular four-section table top.
2. Should have special ENT head rest to facilitate flexion and extension of neck and surgeon arm rest for the ease of surgeon
3. All table top sections except central section should be detachable and interchangeable using easy latch mechanism to suit all surgical needs
4. The Table top should be made up of high pressure laminate to permit X-Ray penetration.
5. The table top should be X-Ray translucent with facility to load X-Ray cassettes.
6. Should be equipped with x-ray translucent seamless moulded mattress attached to the top with pins for easy attachment/detachment and hygiene
7. All table positions height, lateral tilt, back section, trendelenburg and reverse trendelenburg, should be electro-hydraulically operated using a single switch on hand held controller
8. The table should be equipped with override control panel embedded in the center column with equal performance.
9. Should have stainless steel accessory rails on both sides of the table-top to hold various accessories.
10. The table design should provide comfortable leg space to the surgeon while operating sitting at head end or at the side of the patient
11. The base column should have telescopic cover of stainless steel and fiberglass laminate to prevent the ingress of fluid in the system.
12. All metal components of the table should be made up of corrosion resistant aluminum or stainless steel.
13. The table should be battery powered and should be usable while being recharged.
14. The table should also operate on mains power with internal charger unit.
15. Fully charged battery should be sufficient for weekly operative schedule. The charging status and table battery status should preferably be visible.
16. The table should have heavy duty 125 mm antistatic swiveling twin castors with central locking for easy maneuverability.
17. Should have safe working load of at least 225 - 250 kg.
18. Should be supplied with all Standard Accessories for smooth functioning like Charger for Charging the Battery and following accessories (Optional)
   - Surgeon’s Armrest with straps pair with clamps
   - Shoulder Supports pair with clamps
   - Side support pair with clamps
   - X Ray Cassette Tray
   - Vacuum operated Surgical Positioning pads capable of taking any shape as per positioning needs during surgery suitable for achieving Lateral Position and head immobilization.
27. Technical Specifications:-
   - Height Adjustment : 670 – 950 mm
   - Side Tilt           : ± 20°
   - Back Section Adjustment : -40° to + 70°
   - Leg Section Adjustment : -90° to + 20° detachable
   - Trendelenburg Adjustment : at least 26°
   - Anti-Trendelenburg Adjustment : at least 26°
   - Headrest : ± 45°
   - Max. Width : 590 mm or better
   - Overall Length : 2100 mm or better
   - Flex position : 220 deg
   - Reflex position : 110 deg
I

tem no 26
Paediatric Operation Table

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

Specifications:
1. Eccentric Pillar for C-Arm compatibility with four section table top and kidney bridge.
2. The table should be operated with electricity with remote control with battery backup system in built.
3. The table top is should be constructed of high quality radio – translucent material.
4. The table should have following features.
   (a) Height adjustment
   (b) Trendelenberg / Rev. Trendeleberg
   (c) Lateral Tilt / Rev. Lateral Tilt
   (d) Flex / Reflex
   (e) Head Section Adjustment
   (f) Leg Section Adjustment
5. Interchangeable head & leg section & Pelvic section should be detachable.
6. The table length should be 1900 to 1950 mm, width 500 mm.
7. The table should have complete 304 Grade S.S. fittings.
8. The table should be Min. Height without mattress 30”
9. The table should be Maximum Height without mattress 44”
10. The table should be Electricfloorlocking& unlocking system with cable remote.
11. Heavy duty base with 304 Grade S.S. cover.
12. Split leg section adjustable vertically and horizontally.
13. Paediatric pelvic support with paediatric accessories
   The table should have following accessories.
   A pair of shoulder support.
   (a) A pair of knee Crutches.
   (b) A pair of Arm rest.
   (c) A pair of Lateral Supports.
   (d) Anesthetic Screen rod.
   (e) Other Orthopedics Attachment
**Specifications for Electro-Hydraulic Operation Table (for General Surgery/Gynecology/Urology)**

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below.

The operation table should have the following features:

**Four/ Five Section Table top with divided Foot section.**

Table top should permit x-ray penetration and fluoroscopy with full length X-ray cassette tunnel accessible from either end. Should have a handset for various functions. There should be inbuilt standby control enabling full use of table in case of handset failure. All table positioning, i.e., height, back section, lateral tilt, trendelenburg, and anti-trendelenburg, should be operated electro-hydraulically through handset and standby control. The table top can be moved cranially and caudally on its base. The casings on the frame and centre supporting column should be made of hygienic stainless steel. Mattress should be radiolucent and suitable for fluoroscopy. Table should have mobile base with lockable castors. Should have built in kidney bridge.

a. Measurements (Approx): Height: 650-1100mm, Side tilt: +/- 20 degrees, Back section adjustment: - 40 degrees to 80 degrees, Foot section adjustment: - 90 to 0 degree, detachable, Trendelenburg: 30 degree, Anti trendelenburg: 30 degree Head section adjustment: +/- 45 degree, detachable Width: 550 mm or better, Length: 2000 mm or better, Cranial and caudal traversing 200 – 300 mm, Maximum patient weight – 250 to 300 Kg, Width: 550 mm or better, Length: 2000 mm or better, Cranial and caudal traversing 200 – 300 mm, Maximum patient weight – 250 to 300 Kg. All accessories including the following should be quoted. The specific accessories and their quantity will be decided on the basis of actual requirement:
- Padded arm rest with straps - pair with damps,
- Anesthesia screen with clamps,
- Side supports: pair with clamps,
- Shoulder supports: pair with clamps,
- Knee crutches: pair with damps,
- X-ray cassette tray with pushing rod,
- Accessories for operating ion prone position.

Optional accessories for endourology work.
Item No 28  
Pedestal/Mobile Single Dome OT Light – LED Light Source

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Mobile light on lockable castors
- Should be LED based microprocessor control technology
- Light output 1,00,000 Lux or more
- Colour temperature 4500K or better
- Colour Rendering Index ( CRI ) 95 %
- Sterilizable focusing handle
- Should withstand wide voltage fluctuation
- Should have intensity control from 40-100%
This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

Double dome ceiling mounted construct.

• It should have minimum ceiling height of 2500 mm & be adjustable to desired height.

• These lights should provide cool, shadow free light and have infrared filters to provide the same.

• It should have steady illuminations with 100% illumainance guarantee. It should have facility for exact focusing on tissues in deeper regions.

• Should preferably have Single bulb technology. In case of unexpected lamp failure, the unit should have build in reserve lamp switched on automatically within a fraction of sec and test display to provide information on the proper status of the reserve lamp. The lamp life should be approx. 1000 working hrs. Changing of bulbs should be quick & easy.

• Main dome specs:
  a) Illumination at 1 m 1,50,000 lux
  b) Color temperature minimum 4,500 K
  c) Size of the dome 65 cm maximum
  d) Light field diameter 15-28
  e) No. of bulbs single bulb technology

• Minor dome specs:
  a) Illumination at 1 m 1,10,000 lux
  b) Color temperature minimum 4,500 K
  c) Size of the dome 53 cm maximum
  d) Light field diameter 15-25
  e) No. of bulbs single bulb technology
• Both domes should have wide 360 degree turning radius. Arm length (each dome) should be min. 1500 mm.

• It should be supplied with a set of spare lamps – 10 each for Minor and Major.

• It should have detachable & sterilizable handles for focusing lights (three for each dome).

• Lamp housing and lever constructs should be high quality durable and corrosion resistant.

• The levers should be self balanced for all positions to prevent drift.

• CONTROLS: Each dome should have separate controls. The control panel should be wall mounted with separate on/off switch and intensity control. A PCB based electronic control mechanism shall be preferable.

• It should have facility to connect video camera to the centre or the arm with internal cabling.

• Power
  
  o Power input to be 220-240 VAC, 50Hz fitted with Indian plug.
  
  o It should have inbuilt safety device for power fluctuations. Resettable overcurrent breaker shall be fitted for protection.
  
  o Voltage corrector /stabilizer of appropriate ratings meeting ISI Specifications. (Input 160-260 V and output 220-240 V and 50 Hz)
  
  o Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

• Standards
  
  o Manufactures/Supplier should have ISO certificate to Quality Standard.
  
  o Should be FDA/CE/UL/BIS approved product.
  
  o Comprehensive training for lab staff and support services till familiarity with the system.
  
  o Electrical safety conforms to standards for electrical safety IEC 60601-1 General Requirements (OR EQUIVALENT international/national standard).
  
  o Comprehensive warranty for 5 years and 5 years AMC after warranty.

• Documentation:
  
  o User/Technical/Maintenance manuals to be supplied in English.

  o Certificate of calibration and inspection.
- List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.

- List of important spare parts and accessories with their part number and costing.

- Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.
Item no 30

Motorized OT Chair with Foot Rest Mounted Controls

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Motorized seat height adjustment, Minimum Height: 550 mm Maximum Height: 700 mm
  Vertical Traveling Range: 150/200 mm
- Motorised forward and backward adjustment
- Adjustable body fitting back rest  Cushioned seat and back Square base for maximum stability. Cushion should be made of high quality doubled layered ( pressure reduction) foam. It should be covered be leathered Rexene 2mm thick.
- Cushioned Elbow arm rest/handle can swivel 90 and can slide horizontally
- Elbow arm rest height can be adjusted vertically as per surgeons’ requirements, Elbow arm rest width can also be adjusted, Up front position of back rest gives support to back ,
- Ideally placed foot switches for up and down movements help surgeons during surgical/operation work Maximum Load: 150 Kgs,
- The fool rest should be attached to the seat so that it moves along with the remaining chair movement.
- The foot rest should be large enough and have standard slot to keep foot control switch of the operating microscope and cautery pedal
- Power Supply AC: 240V/50Hz, Power Consumption: 60W,
- Up and Down and forward- backward Movements: By Foot Switch.
- Ht adjustment mechanism should be telescopic to make it spill proof.
- Inbuilt replaceable maintenance free battery for power failure backup. Fully charged battery should be sufficient for weekly operative schedule. The charging status and table battery status should preferably be visible.
Item No. 31

Hydraulic Adjustable Surgeon Stool with Small Backrest

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Polished Stainless steel construct with cushioned seat and backrest.
- Cushion should be made of high quality doubled layered (pressure reduction) foam. It should be covered be leathered Rexene 2mm thick.
- Foot operated hydraulic controls for height adjustment
- Foot rest should move up or down with the seat.
- Mounted on five high quality castors with lock.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
Item No. 32

SS Instrument Cabinet

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- Size: 960 mm × 400 mm × 1750 mm
- Complete SS steel framework
- Front door with glass on steel frame
- Good quality four key lock system
- Stainless steel bottom
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
**Item no 33**

**Scrub Stations with Automatic (laser based) antiseptic and water dispenser with additional foot controls with timer**

This is only a representative/indicative picture. It does not exactly meet the specifications mentioned below

- All should be Two Bay stations.
- Should have a floor mounted design with a pedestal base.
- Should ensure no ingress of water into the system.
- The design of the trough should ensure that water does not stagnate or stay on the lower end of the trough while the station is not in use.
- Front door/s should be provided for maintenance and cleaning.
- Should have Sensor controlled water flow system with Back -Up facility of power operated ‘foot operation’ and conventional foot operation.
- All controls of the system should be mounted on the unit & should offer safe soft touch operation by membrane panel Switches
- Built in Liquid Soap/ Disinfectant dispensing with hand/knee press
- Should have Jet irrigation facility to allow washing of instruments and tubing
- Water should be thermostatically controlled and heating system should be housed within the station. Manual mixing facility as a back-up should be there.
- All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and Polished
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 OT ITEMS (FURNITURE & EQPT) Items and services which shall be supplied/ provided by the supplier are as under:

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of OT ITEMS (FURNITURE &amp; EQPT) Items/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>
</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 OT ITEMS (FURNITURE & EQPT) Items.

This is to certify that the OT ITEMS (FURNITURE & EQPT) Items/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 OT ITEMS (FURNITURE & EQPT) Items/Stores:

________________________________________________________________________________

(c) Quantity: ______________________________________________________________________

(e) Receipt/ OT ITEMS (FURNITURE & EQPT) Items 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, <a href="http://www.aiimsbhopal.edu.in">www.aiimsbhopal.edu.in</a></td>
<td>BHOPAL</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.