



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

E-TENDER DOCUMENT

E-TENDER Id: AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

Notice Inviting Tender

On behalf of **Director, AIIMS Bhopal**, invites **open E-Bids** in the **Three Bid System (i.e. Pre-qualification Bid, Technical Bid and Financial Price Bid)** from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors/ Dealers on line through **E-procurement solution portal of AIIMS Bhopal (<https://www.tenderwizard.com/AIIMSBHOPAL>)** on mutually agreed terms and conditions and satisfactory performance for the Supply, Installation, Testing and Commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP), India and supply of items as per the Specifications details at **Annexure-I**.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

e-Tender Schedule

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Manual bids will not be accepted under any circumstances

Critical Dates

Schedule		Date (DD/MM/YYYY)	Time (Hrs. Mins)
1	Tender Publishing date	06-01-2020	10.00
2	Document download start date	06-01-2020	10.00
3	Document download end date	28-01-2020	17.00
4	Pre-Bid Meeting	14-01-2020	15.00 in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020
5	Bid Submission start date	06-01-2020	10.00
6	Bid Submission end date	28-01-2020	17.00
7	Technical Bid opening date	29-01-2020	15.00 in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020



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Eranest Money Deposit (EMD) as below :-

EMD should be as per below mentioned Table No. 1 in the form of FDR/Bank Guarantee drawn from any scheduled Nationalized/Commercial Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal accompany with Pre-Qualification Bid Envelope for the period of Nine Month (i.e. 180 Days). The AIIMS Bhopal will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1 : EMD Amount

Tender Item No.	Brief Descriptions of Item (Complete technical Specification given on Annexure-I of this Tender Document)	Qty. (in No)	EMD (inRs.)	Bidder will Clearly Tick (√) mark for participating Item for calculation purpose of EMD Amount and submit the Cumulative EMD Amount for participating Items
1	Multifunction Foot Pressure analyzer	1	24000.00	
If any Bidder wants to be participate in above item as per above, he needs to be deposit, the EMD Amount of ->		Rs.	24000.00	
Tenderer needs to be deposit the Item wise EMD Amount as mentioned above in the Form of FDR/Bank Guarantee in favor of “Director, AIIMS Bhopal”, payable at Bhopal and its legible scanned copy must uploaded in the E-Tendering Solution and Hard copy of EMD should be submitted along with pre-qualification documents in the Pre-Qualification Envelope before the Date of Submission of Bid in the Box kept in the E-Tendering and Procurement Section, MS Office Annex, LGF, Near IPD Gate,, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP) India.				

Clarification on Bidding Documents

The prospective Bidder requiring any clarification about bidding documents may seek clarification in writing on the tender document during pre-bid meeting which shall be held at **3:00 PM onward on scheduled Date as mentioned in the e-procurement portal**. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated until 7 days before the last date of bid submission.**

Amendments in Bidding Documents

At any time till **7days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be posted on the website regularly. Client shall not be responsible to notify the amendments to individual bidders. All amendments by the client till 7 days before the deadline for submission of bids, shall be binding on the participatory bidders.

Three Bid System Terms & Conditions

The required hard copies of respective bids shall be submitted separately in sealed envelopes before closing dates of the bids as per the instructions given in this E-Tender Enquiry. The all requested bid documents (i.e. Pre-Qualification, Technical and Financial Bid) duly signed and scanned copies shall be uploaded under respective bids sections of the e-tender solutions mandatorily by the participating Bidder on portal. If any of the requested document's scanned copy/copies not found uploaded on e-Tendering Portal by Bidder, their bid is liable for rejection. Please study this e-tender very carefully and fill accordingly.

- **Validity of Tender & Period for Rate Contract:** The validity of the Bid tender Document shall be for 180 days and after the acceptance and issue of Notification of award/conclusion of Rate Contract Agreement in the Format given at **Annexure-XIII**, the rates shall be valid for Two year period extendable further period of One Year on mutual agreement basis after successfully/satisfactorily completion of initial Two year period.
- **EMD (Refundable after expiry of the tender on e-procurement solutions):** AS PER SCHEDULE ON E-PROCUREMENT PORTAL (NIT Table No.1) against this Tender Notice:
 - No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firms registered with NSIC (for sale or medical Consumables) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificate (NSIC etc.) to avail this exemption.
- **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the Bidders Registered under Make in India Initiative:-**The Bidder Companies, those have registered under Make in India initiative and producing their products under "Make in India Policy of GOI" shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested "Make in India" Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such Bidders on producing "Make in India" Certification in later bid stage.
- It is expected that, all the participating Bidders companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the "Make in India" Initiative and directives of Govt. of India, since in case if any "Make in India" Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of "Make in India" Policy of the Govt. of India.

All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable. Each document should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page.

The tender shall be submitted in 3 (Three) parts online:

- (i) **Pre-qualification Bid:** Only the pre-qualification bids documents shall be opened first and read out before the bidder.
- (ii) **Technical Bid:** Technical bid of pre-qualified tenders shall be opened.

- (iii) **Financial Bid:** The Financial Bids of bidders, who qualify at Technical Bid Stage, will be opened thereafter.

(i) PRE-QUALIFICATION BID:

- (1) **Hard copies of documents to be submitted on or before closing the bid:**
(Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:
- **Hard Copies of EMD, and Undertakings (A, B C & D below)** should be submitted in a sealed envelope in original in the Tender Box Kept in Central Store in the Office of the SPSO ,3RD Floor, AIIMS Bhopal Hospital, Saket Nagar-462 020 (MP)India on or before Closing date of Bid Submission **Superscripted** as

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Complete details of the bidder should also be mentioned on envelop.

- A. Item wise EMD (as per NIT Table No. 1) in the form of FDR/BG in the format given at “Annexure-XI” from nationalized Bank, in favor of “Director, AIIMS Bhopal” valid for Six months (i.e. for 180 Days) period.
- B. Original copy of **Undertaking for acceptance of all Terms & Conditions** mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - II**, duly attested by Notary Public.
- C. Original copy of **Undertaking for Criminal Liability** on Non Judicial Stamp Paper worth of Rs. 100/- as per **Annexure - III**,duly attested by Notary Public.
- D. Original copy of **Integrity Pact** on Non Judicial Stamp Paper worth of ₹ 100/- as per Format given at **Annexure - XVI**

(2) **Following Prequalification Documents Duly Signed, Attested scanned copies to be compulsorily uploaded in the “Pre-Qualification Bid Slot” on e-Tender solutions by the participating Bidder:**

- I. The scanned copies of above said documents as mentioned at (1) **A, B, C&D** shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>) in Pre-Qualification Bid Slot section.
- II. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- III. Signed and scanned of GST Registration and proof of latest quarter GST returns filed by the participating Bidder Company.
- IV. Signed and scanned copy of PAN Card in the name of firm/company.
- V. Signed and scanned copy of CA Certificate for Income Tax return of the firm/company for the last three financial years (i.e. Financial Year-
- VI. Legible scanned copies of CA certificate for Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2016-17, 2017-18 and 2018-

19).The Annual Turnover of the Bidder company for participating in this e-tender must be Rs. > 10 Lakh.

- VII. List of Name of the Organizations and their contact details where the same nature Items previously supplied by him as asked in Schedule of Requirement in Annexure-I against this e-tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2016-17, 2017-18 and 2018-19) must require to be upload. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.
- VIII. Singed and attested legible scanned copies of at least One Numbers of Previous Purchase Order Copies for each of participating item, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2016-17, 2017-18 and 2018-19 clearly showing the Financial value of PO Amount for pre-qualification bid evaluation purpose.
- IX. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
- X. Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at **Annexure-XIV**.
- XI. Signed and Scanned Check list of Pre-qualification required documents as per **Annexure-IV** must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.

Note: All above documents also shall be uploaded on e-tender solutions serially and page numbered legibly. E-bid with absence of any document will invite rejection of bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.

Only those bidders who qualify the Pre-Qualification Stage after evaluation of above said Pre-Qualification documents uploaded in the E-Tendering solutions and submitted desired Hard Copies as per **A) EMD as per NIT Table No. 1, B) Undertaking for acceptance of all Terms & Conditions & C) Undertaking for Criminal Liability** above shall be considered for Technical Evaluation and shall intimated separately.

NOTE

*The original copies of first Four documents i.e. EMD, Undertaking for Acceptance of Terms , Conditions , Criminal Liability undertaking&Pre contract Integrity Pacton Non Judicial Stamp Paper worth of ₹100/- shall be submitted in physical form in the Tender Box kept in the Central Store in the Office of the SPSO ,3RD Floor, AIIMS Bhopal Hospital, Saket Nagar-462 020 (MP) India on or before the Closing of the bid submission date displayed in e-tender solutions in a sealed envelope superscripted as **“Pre-Qualification Bid***

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Tender shall not be accepted if the bidder fails to submit all the requested “Pre-Qualification” Documents scanned copies “Online” in the e-Tendering portal in “Pre-Qualification Bid Slot” and only requested documents Hard copies in “Pre-Qualification Bid Envelope” on or before the scheduled closing Date mentioned in the e-Tender Schedule on e-tendering solution. In case uploaded copy is not legible, bidder shall be asked to submit self-attested copy of the illegible document.

Important Note:-Only those bidders who qualify the Pre-Qualification Stage shall be considered for Technical Evaluation.

(ii) TECHNICAL BID

The technical evaluation will be done by duly constituted technical committee by competent authority.

Hard/Scanned copies of documents to be submitted on or before closing date as per e-tendering solution in the Sealed Envelope super scribing “Technical Bid” with e-Tender ID or its Scanned copy must upload in “Technical Bid Slot”as below:

- (1) Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of e-tendering Portal.
- (2) Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in **Schedule of Requirement (Annexure-I)** on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of e-tendering portal. Non submission may lead to non-consideration of the bid for that item.

“Technical Bid”

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Complete contact details of the bidder should be mentioned on envelop.

(Also upload signed & scanned copies of above documents in e-tendering solution in “Technical Bid Slot”)

2. Following Technical Bid Document’s dulySigned Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-

- I. Signed & scanned copy of the Technical bid “Annexure-V”
- II. Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purpose on those items he want to be

participate against in this E-Tender as per the Schedule of Requirement given in “**Annexure-I**” of this e-Tender Enquiry.

- III. Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “**Annexure-X**”. Declaration / authorization from the manufacturer should be submitted for every quoted item / Consumables. However, if the bidder is quoting more than one equipment /item of the same make, single authorization mentioning the name of items / Consumables from the manufacturer is sufficient.
- IV. In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.
- V. Singed and attested legible scanned copies of Performance Certificates regarding their Supply, their Equipment Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU’s/Other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from FY-2016-17, 2017-18 and 2018-19.
- VI. Signed and Scanned copies of valid ISO and CE(European)/USFDA/DGCI/WHO GMP/BIS/ISI/CDSCO(which so ever is applicable)certifications from competent authority with clearly showing validity date in respect of quoted item.
- VII. Signed and Scanned Check list of Technical Bid required documents as per “**Annexure-V(a)**” must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.

(iii) FINANCIALBID

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(Fill and Upload the Financial Bid in the Excel Sheet Format of Financial Bid in the format given at “Annexure-VI” in “Financial Bid Slot” on E-Tendering Portal)

1. Rates for the main equipment/items should be quoted in the given format “**Annexure VI**”, and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site needs to be supplied on free of cost by the Bidder Agency (if such consumable essentially required for the functioning of supplied equipment).
2. All quoted rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation&Octroi up to FOR, 5 Years Onsite Warranty inclusive of all Spares &Labour, GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. and Free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Clint site. **Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.**

3. The supply of Equipment/Goods/Stores/Articles will be brand new and supply should be made in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost up to F.O.R. to AIIMS Bhopal.
4. The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “**Annexure-VII**” for each Equipment/item (on which the Warranty/Guarantee applicable).
5. The L-1 for each of requested item given in the Schedule of Requirement at “Annexure-I” will be determined on the Unit Cost of Equipment, its three months consumable items with 5 Year free of cost onsite warranty inclusive of all Taxes & Expenditure up to F.O.R. plus its 5 Years CMC Cost basis.
6. Rates for regularly required consumables / spares / optional accessories should be quoted in given format “**Annexure VIII**” separately.
7. The rates should be quoted in Indian Rupees in figure as well as in words only.
For any query related with this e-tender should be mailed to **email id of e-tendering Department of AIIMS Bhopal on email ID: etender@aiimsbhopal.edu.in**

(Director)
AIIMS Bhopal

GENERAL TERMS AND CONDITIONS

1. Pre-Qualified Bidders are required to arrange a demonstration of the equipment, preferably within the Hospital premises. The Tenderer demonstrate the participating Equipment at AIIMS Bhopal site on **date fixed by the technical committee** duly constituted by competent authority. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
2. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at “**Annexure-X**”. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD. The offered rates shall be valid for initial period for Two year extendable further One year on mutual agreement basis after completion of initial Two year period.
3. The model of the equipment offered should not be obsolete /out of production for next 5 years.
4. **Spare Parts:** 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 uploaded in the Format given at “**Annexure- VIII**” failing which quotation will not be considered.

5. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)

- I. Tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the guarantee/warranty period.
- II. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- III. Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
- IV. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- V. The supplier **warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores 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 Equipment/Stores 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 Equipment under the conditions prevailing in India.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turnkeywork.
 - Replacement and repair will be under taken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
 - If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
 - The firm will be required to pay a penalty of Rs. 500/- (Five Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm.
- VI. Upon receipt of such notice, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Equipment/Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- VII. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-
- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
 - b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- VIII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 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.
- IX. During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the Equipment/Stores.

- X. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handover.
6. **CMC for 5 Years period after completion of 5 Years onsite free of Cost Warranty:** - The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 10% of the cost of the Purchase Order for the period of warranty plus 3 months indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at “**Annexure- XII**”. This has to be submitted after satisfactory installation along with the bills. The firm shall also quote for CMC charges which is applicable for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “**Annexure-VII**” for each Equipment/item (on which the Warranty/Guarantee applicable).
7. The bidder should quote rates of optional accessories / consumables / spares as per “**Annexure-VIII**” and the rates should be valid till the validity of the contract.
8. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in **Annexure-V**.
9. Additional features (in case of equipment), if any, should be listed separately in the offer.
10. The bidder should submit an undertaking for acceptance of Terms & Conditions “**Annexure-II**” to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for 05 years after expiry of the Warranty period.
11. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
12. Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this E-Tender:-
- I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
- II. Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
- III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
- IV. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacturer/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIMS Bhopal. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

13. The Director, AIIMS Bhopal has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
14. **Insurance:-** If AIIMS Bhopal will release any Advance payment against Dispatch Documents is to be made or LC is to be opened in the name of any Manufacturer/Distributor Agency, the Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to AIIMS Bhopal, Saket Nagar, Bhopal, it means that the Supplier Agency is liable for providing insurance cover for “All Risks” including war risks and strike clauses i.e. Force Majeure. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity (i.e. AIIMS Bhopal) on CIF/CIP basis, the Supplier Agency shall arrange and pay for marine/air insurance, making the purchaser the beneficiary.
15. DELIVERY OF THE SUPPLIES/STORES & PENALTY/LD ON DELAY SUPPLY:-
- I. Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers.
 - II. The firm will be bound to supply the items of Indian make within 8 weeks (i.e. 60 Days) and imported items in 13 weeks (i.e. 90 Days). Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
 - III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 0.50% of the value of the Delayed/Un-Supplied Items Value per week imposed subject to a maximum of 10% of the total value of the order. Maximum delay of 20 weeks i.e. 140 Days for Indian make and for Foreign make is admissible subject to deduction of LD on the Total delayed/unsupplied Items value as per above mentioned rate beyond the time given in the Supply/Purchase Order of AIIMS Bhopal. No supplies will be entertained after expiry of 10 weeks in case of Indian make items and in case of Foreign make imported items from the date of issue of supply order on e-mail as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the EMD/Performance Security and action as deemed fit shall be initiated against the firm.
 - IV. Part supplies will preferably not accepted/allowed at AIIMS Bhopal. However, if the vendors will supply Items on urgent basis on part supply basis for meeting urgent nature requirement immediately in the interest of AIIMS Bhopal or due to the shortage of any of ordered items in market/due to any other production issue at Manufacturing Unit, which affects the suppliers and on account of the same the supplier Agency will not be able to supply the whole ordered items on the Stipulated supply period, the LD on applicable rates will be imposed on the only remaining balance part of supplies (LD applicable only on Items total Order Value part not on the Tax part) and will be deducted from the Supplier Agency Payment Claim against the supply in lieu of delayed supply beyond the stipulated supply period as mentioned on the PO issued by the AIIMS Bhopal as per the LD Rates mentioned above in the Clause 14 (iii) above and shall be deducted from the Pending Bills
/Performance Security Deposit of the Agency by AIIMS Bhopal.

16. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place.

17. PAYMENTS: -

Final Payments will be made only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The GST/Custom Duty/Clearing Charges/Agency Commission and any other Taxes of Statutory bodies should included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Tax rules and LD (if any) to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment in considerable time preferably through NEFT/RTGS in his Bank Account. The Public Finance Management System (PFMS) implemented at AIIMS Bhopal. Each of successful supplier Agency is needed to be submit the PFMS required details with requested supportive Documents duly signed and attested copies in the format given at **Annexure-XIV**. The invoice of Custom Duty paid to the Custom Deptt. shall be enclosed with Payment Claim of the Party for cross verification purpose to AIIMS Bhopal. Payment shall be made in Indian Rupees as specified in the Contract in the following manner:

a) On Receipt of Delivery at ConsigneeSite:

70% (Seventy Percent) payment of the Ordered Consumables/Equipment/Stores Value shall be paid preferably within one month period on receipt of Ordered Equipment at AIIMS Bhopal (i.e. Consignee) in Good condition and upon the submission of the following documents:-

- (i) Triplicate duly signed and stamped Original copies of supplier's invoice showing TIN No. of the Firm, Contract Agreement Number of AIIMS Bhopal, PO Number of AIIMS Bhopal, Ordered Equipment/Items description, Quantity Supplied, Approved Unit price, Tax and Total claimed Amount.
- (ii) Copy of Delivery Challan of supplied Items,
- (iii) Copy of Insurance Certificate for Supply of Item. This certificate is mandatorily applicable and required to be submitted by Supplier Agency in case of Imported/indigenous Equipment/Items supply for which any advance payment made by the Client either through LC/any other mode to the supplier Agency.
- (iv) Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose must enclosed in case of supply of Imported Items.
- (v) Two copies of packing list identifying contents of each package supplied by the Supplier Agency.

- (vi) Copy of Warranty/Guarantee Certificate as per Tender Terms.
- (vii) Performance Bank Guarantee of 10% (Ten) % order value from any scheduled Nationalized/Commercial bank valid upto 63 months beyond of date of expiry of warranty period in favour of “Director, AIIMS Bhopal” payable at AIIMS Bhopal.
- (viii) Consignee Receipt Certificate (CRC) issued by the respective Store Department after Preliminary Inspection of Supplied Items.

b) On Final Acceptance:

30% (Thirty Percent) payment of the Ordered Consumables/Equipment/Stores Value shall be paid in considerable time after successfully acceptance of Supplies/Equipment Installation in concerned user Department upon the submission of the following documents:-

- (i) Final Acceptance Certificate in original issued by the authorized Inspection and Final Acceptance Committee of AIIMS Bhopal to the Supplier Agency after successful Acceptance of Supply.
- (ii) Manufacturers/Supplier’s Warranty certificate/Test Certificate (if applicable) as per PO/Tender Terms.
- (iii) Any other Certificate as requested by AIIMS Bhopal on post Supply basis required mandatorily for Final acceptance of Supplies/Equipment for example like AERB Certificate/Fire Safety Certificate/Local Government Completion Certificate etc.

18. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-I) for different categories of Equipment/items as per requirement of AIIMS Bhopal basis. Decision of the Director will be final and binding to all parties.

The any Tenderer shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhopal. If it is found that the firm has given sub- contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Tenderer shall be forfeit by AIIMS Bhopal.

The AIIMS Bhopal shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/ commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.

19. PACKING & MARKING OF SUPPLIES:-

- a) The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. The stores supplied by the bidder should strictly conform to the labeling provisions laid down under the latest Drugs & Cosmetic Rules or other applicable statutory provisions.
- b) All goods/stores supplied to the hospital shall have to be stamped, “The AIIMS Bhopal Supply only” and printed “NOT FOR SALE” in bold letters with indelible ink (whereas applicable).

20. BAR-CODING OF STORES:-

Each store (the unit packs, inter packs as well as final packs etc.) should be bar-coded to comply with GS-1 or EAN/UPC or GS1-128 bar-coding standards at different packaging levels. For details and specification of GS-1 bar-coding http://www.gs1india.org.in/gs1barcodes/pc_index.htm may be referred (Optional) (whereas applicable).

Bidder/Firms have to supply the Sterility Certificate for sterilized consumable items manufactured in India or abroad from the concerned principal manufacturer (whereas applicable).

21. FORCE MAJEURE:- Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure or omission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

22. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

23. LAW GOVERNING THE CONTRACT and Jurisdiction

The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

24. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit 10% of value of the Contract/Purchase Order on award of Notification of Award as Performance Security Deposit in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee in the format given at "Annexure-XII"/Fixed Demand Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 2 months (valid for i.e. 62 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposited by the Bidder to AIIMS Bhopal in the format given at "Annexure-XII".

25. Recovery of Excess Payment made to Supplier Agency:-

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this e-Tender enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIMS Bhopal within 30 days time period as and when they will receive written request from AIIMS Bhopal in this connection.

26. Underpayment to be made to Supplier Agency:-

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this e-tender enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

27. Responsibility of Supplier Agency for providing copies of relevant records:-

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIMS Bhopal.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

Exclusive right: The Director, AIIMS Bhopal, India.

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

(Director)

AIIMS Bhopal Hospital



Schedule of Requirement

E-TENDER No: AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, Installation, Testing and Commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

The Scope of work Includes:

Providing Equipment/Stores to the DEPARTMENT OF PMR (ORTHOPEDECS) based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tenderdocument:-

1. We are looking for reputed well known Manufacturer's/Authorized Distributors/Authorized Dealers/Authorized Supplier companies, who will supply high quality Equipment as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIMS Bhopal.
2. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote due to as per our requirement, the supply time is 8 weeks (i.e. 60 Days) (in case of Indian Make) and 13 Weeks (i.e. 90 Days) (in case of Imported Item) only after the issue of NOA/PurchaseOrder.
3. The Equipment as required for DEPARTMENT OF PMR (ORTHOPEDECS) given in requirement schedule may be purchased immediately and Tenderer should be brought on site for demonstration of Instrument/Equipment for display if directed by the Technical Evaluation Committee during evaluation comprising the Subject Experts duly constituted by the Competent Authority (Director/Medical Superintendent, AIIMS Bhopal) for procurement of required Equipment/Instruments for Hospital functioning. The cost for organizing demonstration at AIIMS Bhopal shall bear by Tenderer.
4. The quantity intimated with this tender is only the initial estimation for starting phase of Hospital and it will vary in future as per the actual requirement of the institute either side (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to AIIMS Bhopal during concurrency of Annual Rate Contract. AIIMS Bhopal, will not pay any extra amount to any Bidder Company beyond the accepted price.
5. The required in-situ works like Electrical/Plumbing/Civil Works and any accessories and consumables for three month period, if required for Equipment/Instrument installation or for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Bhopal to any Agency, means the supplier agency deal the Equipment/instrument supply and Installation work on "turnkey".

Part-I: Technical Specification and Tentative Quantities of requested Equipment:-

Tender Item No.	Equipment Name	Technical Specification/ Description of the requested Equipment	Qty. (in No.)
1	Multifunction Foot Pressure analyzer	<ol style="list-style-type: none"> 1. Stand- A lone measuring system for connection to an USB PC/Notebook interface 2. It should have more than 2560 capacitive sensors. 3. Dimension of the plate should be minimum 710 x 400 x 15mm. 4. Sensing area 542 x 339 mm 5. It should have Sampling rate: 200Hz 6. Accuracy + - 5% 7. Measuring range 120Nm² 8. It should have video out Sync interface 9. It should have software for data collection, Analysis, static load distribution analysis, Basic function equilibrium analysis. 10. Software should be upgradeable. 11. The measuring system should function using high-quality capacity force sensors that are arranged in matrix. 12. Each sensor should produce its own calibration curve. 13. The measuring plate should enable the static and dynamic force distribution to be analyzed under the feet while standing sanding walking. The system is connected directly to a commercially available PC via USB interface and requires no additional electronics. 14. Should display spatial and temporal parameters of speed, cadence, step length, stride length, step width gait cycle duration, stance duration and swing, single and double support. 15. It should be able to identify asymmetries during stance phase and areas of potential ulcerations. 	01

Tender Item No.	Equipment Name	Technical Specification/ Description of the requested Equipment	Qty. (in No.)
		<p>16. The system should provide optional Bluetooth telemetry EMG for muscle function to analyze forces parallel to the ground reaction forces.</p> <p>17. It should have facility to be connected to goniometer; it is also possible to record the angles of the Joints. Up to eight analog signals can be synchronized to the force values and displayed in the evaluation software.</p> <p>18. It should be compatible and should be supplement to the gait in the analyses of static force distribution.</p> <p>19. It should allow for the display of static posture during a standard examination.</p> <p>20. System should be supplied with Desktop of configuration; Windows i7 processor; 4GB RAM; 1TB hard disk.</p> <p>21. Should be European CE/USFDA approved</p>	

Note: - All Tenderers should quote Equipment/Items with following approved standards:-

- All Instruments should be USFDA/CE (European)/DGCI/BIS/ISI/CDSCO approved for medical use.
- Manufacturers/Suppliers should have ISO 9002:2015 certification for Quality Standards
- Comprehensive onsite warranty inclusive of all spares and labour should have for 5 years from the Date of acceptance and 5 years CMC after warranty should be quoted by the Bidder.
- Electrical safety conforms to standards for electrical safety IEC-60601 or better- general requirements.
- Certificate of calibration and inspection.
- All consumables required for installation, standardization and smooth functioning of equipment for 3 months period should be given free of cost along with supplied Equipment (if any), the list and its monthly consumption list may also required to be provided by the BidderAgency.
- Substandard items must be replaced within 30 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal inwriting.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-II

UNDERTAKING FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id : AIIMSBPLHOSP/19-20/104

**E-Tender for Rate Contract for Supply, Installation, Testing and
Commissioning of Multifunction Foot Pressure Analyzer for Department of
Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar,
Bhopal-462 020 (MP)**

To

The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462 020 (MP), India

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICALSCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approvedawarded Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.**
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
4. Bid security/Performance security 10% of the cost of the supply value shall be deposited by me in the form of FDR/Bank Guarantee in the name of The Director, All India Institute of

Medical Sciences, Bhopal (India) as attached herewith and shall remain in the custody of the Director till the validity of the Tender Contract plus two month (i.e. for 62 months).

6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for two year from the date of approval of the rate contract in the format given in Annexure-XIII or till extended as mutually agreed upon. I undertake to supply the equipment/stores within 8 Weeks (i.e. 60 days) for Indian make items and within 13 Weeks (i.e. 90 days) for imported items. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
15. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIMS Bhopal in respect of this e-tender.
16. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in our prices. And if I/we will found defaulter for following of above said rule (i.e. passing all the benefits of

GST Tax Regime price reductions to AIIMS Bhopal), the AIIMS Bhopal have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm. AIIMS Bhopal GST Details given at Annexure-XV for clearly mentioning the same in Supplier Agency Invoice form compliance of GST Act 2017.

17. I/we do accept/agree for the all clauses including the 5 years onsite Warrantee inclusive of all spares and labouretc and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
18. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
19. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
20. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after 62 months.
21. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Bhopal from our Agency.
22. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
23. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.

Affirmation

I/We pledge and solemnly affirm that the information submitted against this E-Tender Enquiry Bid documents is true to the best of my/our knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me/us and if anything adverse comes to the notice of purchaser during the validity of Rate Contract period on approved items awarded to us for supply to AIIMS Bhopal against this E-Tender Enquiry. The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action deemed fit against our firm.

I/We hereby declare that, our quoted prices against this E-Tender Enquiry are not higher than prices offered by us to any other Govt. Institutions/Other Institutions as per prevailing market prices and we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to AIIMS Bhopal as per the provisions of GST Act 2017. We will also be liable for passing of all the cost reduction benefits (if any) on account of CDEC provided by AIIMS Bhopal on Custom Duty part. If any time AIIMS Bhopal will get the information that we have supplied items on higher prices in comparison to other institutes on the basis of prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to AIIMS Bhopal from our side without any question.

We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of AIIMS Bhopal Authorities during execution of Supplies against this E-Tender Enquiry, AIIMS Bhopal have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature of Bidder

(Name of Bidder)

Place

With seal of the firm

Date.....



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
 Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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 E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE – III

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id :AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, Installation, Testing and Commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

I.....S/o..... Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/ authorized signatory of
 M/s.

1. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
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ANNEXURE-IV

E-TENDER Id : AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

PRE-QUALIFICATION BID DOCUMENTS CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload duly Signed, Stamped and scanned copy of following Pre-Qualification Bid Documents including Pre-Qualification Check List in Pre-Qualification Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Hard copies of documents to be submitted on or before closing the bid: (Absence of the any documents tender may be rejected) . Serial Number of submitted documents should be in sequence as mentioned below:-			
A	EMD Amount for participating items (as per NIT Table No. 1) in the form of FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for 180 Days (i.e. Six months) period.			
B	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure-II , duly attested by notary public.			
C	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure-III , duly attested by notary public.			
D	Original copy of Integrity Pact on Non Judicial Stamp Paper worth of ₹ 100/- as per Format given at Annexure - XVI .			
(2)	Prequalification Bid Documents needs to be uploaded on e-tender solution's "Pre-Qualification Bid Document" Slot by the Bidder:			
I.	The scanned copies of the above said documents (A, B, &C) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. https://www.tenderwizard.com/AIIMSBHOPAL)			
II.	Signed and scanned copy of valid Company Registration/Incorporation.			
III.	Signed and scanned photocopy of proof of latest Quarter GST returns filed by the participating company.			
IV.	Signed and scanned copy of PAN Card of the firm/company.			

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
V.	Signed and scanned copy of CA Certificate for Income Tax return of the firm/company for the last three financial years (i.e. for Assessment Financial Year-2016-17, 2017-18 and 2018-19).			
VI.	Legible scanned copies of CA Certificate for Audited Balance Sheet and Profit & Loss Account for last three Financial Years (i.e. for FY 2016-17, 2017-18 and 2018-19). The Annual Turnover of the Bidder company for participating in this e-tender must be Rs. >10 Lakh.			
VII.	List of Name of the Organizations and their contact details where the same nature Items previously supplied by him as asked in Schedule of Requirement in Annexure-I against this e-tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2016-17, 2017-18 and 2018-19) must require to be upload. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender enquiry of the requested FYs, there bid is liable for rejection.			
VIII.	Singed and attested legible scanned copies of at least One Numbers of Previous Purchase Order Copies for each of participating item, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2016-17, 2017-18 and 2018-19 clearly showing the Financial value of PO Amount for pre-qualification bid evaluation purpose.			
IX.	Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.			
X.	Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at Annexure-XIV .			
XI.	Signed and Scanned Check list of Pre-qualification required documents as per Annexure-IV must upload in the respective Pre-Qualification Bid Document Slot in the e-Tendering solution of AIIMS Bhopal by the Bidder.			
	If the above all desired document's from (1) A, B C & D & (2) I, II, III, IV, V, VI, VII, VIII, IX, X & XI legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Pre-Qualification Bid" Stage.			

Name & Signature

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only]Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



Annexure V

TECHNICAL BID

E-TENDER Id :AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

(Upload duly Signed, Stamped and scanned copy in Technical Bid Slot in E-Tendering Portal)

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted</i>	<i>Indian/ Imported/ Country of Origin</i>	<i>Catalogues YES/NO</i>	<i>Demonstration Yes /no</i>	<i>Deviation to specification if any with reason</i>
1	Multifunction Foot Pressure Analyzer					

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :.....

Email ID :.....

TECHNICAL BID

E-TENDER Id :AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, Installation, Testing and Commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

TECHNICAL BID DOCUMENTS CHECK
LIST(MANDATORY DOCUMENTS NEEDS TO BE
UPLOADED)

(Upload signed and scanned copy of following Technical Bid Documents including Technical Bid Check List in Technical Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	<p>Hard/Scanned copies of documents to be submitted on or before closing date as per e-tendering solution in the Sealed Envelope super scribing “Technical Bid” with e-Tender ID or its Scanned copy must upload in “Technical Bid Slot” asbelow:</p> <p>(I) Catalogues properly numbered should be submitted as hard copies/Scanned copies in Technical Bid Slot of e-tenderingPortal.</p> <p>(II) Copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-I) on each catalogue/literature document must submitted in the Technical Bid Envelope/upload in technical Bid Slot of e-tendering portal. Non submission may lead to non-consideration of the bid for thatitem.</p>			
(2)	<p>Following Technical Bid Document’s Duly Signed, Attested scanned copies to be uploaded in the “Technical Bid Slot” in the E-Tendering solution by Bidder:-</p>			
I.	Signed & Legible scanned copy of the Technical bid “Annexure-V”			
II.	Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation purposeonthoseitemshewantto participate against in this E-Tender as per the Schedule of Requirement given in “Annexure-I” of this e-Tender Enquiry.			
III.	Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “Annexure-X”. Declaration / authorization from the manufacturer should be submitted for every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			
IV.	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			

V.	Signed and attested legible scanned copies of Performance Certificates regarding their Supply, their Equipment Performance/Items, which they have been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from 2015-16,2016-17 and 2017-18.			
VI.	Signed and Scanned copies of valid ISO and CE(EUROPEAN)/USFDA/DGCI/BIS/ISI/CDSCO (which is applicable) certifications from competent authority with clearly showing validity date in respect of quoted item.			



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Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in Email:

etender@aiimsbhopal.edu.in E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE – VI

FINANCIAL “PRICE BID”

E-TENDER Id : AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)
(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Make & Model Quoted, Country of Origen</i>	<i>Basic Price (inRs.) Per unit (in figure) inclusive of all</i>	<i>Taxes [GST (i.e. CGST/ IGST/ SGST)/ Custom Duty] on Basic Price (in %) Per unit</i>	<i>Taxes (GST/ Custom Duty) on Basic Price (inRs.) Per unit</i>	<i>Total Per Unit Price (inRs.) inclusive of all Taxes & Expenses Up to F.O.R.</i>
1	Multifunction Foot Pressure Analyzer					

- Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR, 5 Years Onsite Warranty inclusive of all Spares & Labour, GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal) / Custom Clearance Charges/Agency Commission etc. and Free of Cost Consumables (if applicable) for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the Client site including all required accessories and in-situ works (like civil, plumbing & mechanical works etc) in case of Equipment supply which needs consumables/such kind of in-situ works for their day to day smooth functioning at respective location in the user department at Client site. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. The receipt of Custom Duty, Custom Clearance etc. paid to the concerned Statutory Bodies will be required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
- The free of cost consumables (if any required) for 3 months period for make operational equipment at AIIMS Bhopal site needs to be supplied with ordered equipment.
- The Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis. The AIIMS Bhopal will release payment claim against accepted supply after deductions of TDS as per prevailing Tax Rules and LD (if any) as per the Terms & Condition mentioned in the Tender.
- L1 will be decided on total cost of the each Equipment plus Consolidated 5 years CMC cost basis.

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the FirmDate..... Place.....



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ANNEXURE – VII

RATES FOR CMC

(Applicable only for Equipment)

E-TENDER Id :AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

The Rates should be quoted in percentage (%) Only of the total cost quoted by the bidder of the main equipment.

(Upload Signed, Stamped and Scanned copy in Financial Bid Document Slot of E-Tendering Solution)

Tender Item No.	Name of the Equipment	Rates of CMC (for equipment only)					TAXES IF ANY (in % & inRs.)	Total 5 Years CMC Prices inclusive of Taxes (inRs.)
		6 th yr	7 th yr	8 th Yr	9 th Yr	10 th yr		
1	Multifunction Foot Pressure Analyzer							
Total								

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date.....Place.....



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ANNEXURE – IX

TERMS & CONDITIONS OF SUPPLY ORDER'S

E-TENDER Id : AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, installation, testing and commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ Equipmentdemonstrated.
2. The supply should be made between 9.30am to 16.00pm on any of the working day and 9.30am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on thebill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Director in respectivestores.
5. The bill should be in printed form having printed bill number, GST/TIN Number as well as D.L. No. (Whereas applicable) and deposition of Taxes to the various statutory bodies is the sole responsibility of theTenderer.
6. For Indian goods supply time will be 8 Weeks (i. e. 60 Days) and for imported items 13 Weeks (i.e. 90days).
7. The Director, All India Institute of Medical Sciences, Bhopal (India)reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per week for delayed supply subject to maximum of 10% of the value of the order as per General Terms and Conditions vide Clause15.
8. All rejected stores shall be at the risk of the supplier and must be removedimmediately.
9. Guarantee/Warranty Certificate must be provided, at the time ofsupply.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed onit.*



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ANNEXURE – X

MANUFACTURER'S AUTHORISATION FORM

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

Dear Sirs,

Ref. Your E-TenderdocumentNo _____, dated _____

We, _____ who
are _____ proven _____ and _____ reputable manufacturers of

_____ (name and description of Equipment/Stores offered in the tender) having factories at _____

_____ hereby authorise M/s _____ (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 E-Tender Enquiry documents for the above Equipment/Stores manufactured by us.

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

_____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred E-Tender Enquiry documents for the above Equipment/Stores manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of Spares parts for the period of 10 years for supplied equipment to AIIMS Bhopal.

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 authorization 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's scanned copy may be uploaded and handed over as and when directed.



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: www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in E-Tendering
Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>**

ANNEXURE – XI

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Tender") against the Purchaser's E-Tender Enquiry No. _____ Know all persons by these presents that we _____ (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 (180 Days):-
 - 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 EMD Bank Guarantee will remain in force for a period of tender validity 180 Days (i.e. Six Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____



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 Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE – XII

PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT

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

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ date _____ to supply (Equipment/Stores 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 recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (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 Equipment/Stores in the User Department at AIIMS Bhopal.e. up to _____ (indicate date).

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

.....
 Name and designation of the officer

Seal, name & address of the Bank and address of the issuing Branch,
 including Telephone No. & Email ID

ANNEXURE–XIII

ANNUAL RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on Non Judicial Stamp Paper worth of Rs.100/-)

E-TENDER Id :AIIMS/BPL/HOSP/19-20/104

E-Tender for Rate Contract for Supply, Installation, Testing and Commissioning of Multifunction Foot Pressure Analyzer for Department of Physical Medicine and Rehabilitation at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP)

This agreement is made at **Bhopal** on the _____ day of **Two Thousand Nineteen** between **Director, AIIMS Bhopal** acting through _____, **All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **FirstPart**.

AND

M/s _____

(hereinafter

er

called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **SecondPart**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for Supply of approved _____ in response to Purchaser's e-Tender ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

1. Brief particulars of the Equipment/Stores/Goods/Items, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:
 - (i) Brief particulars of the Equipment/Store/Goods/Items and services which shall be supplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description of Items	Unit	Approved Unit Price with GST & all Expenditure up to F.O.R. (Rs.)	Terms of delivery (FOR)
1	Multifunction Foot Pressure Analyzer	Unit		

Any other additional services (if applicable) and cost thereof:

Total value(infigure) _____ (Inwords) _____

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, 5 Years on-site Warranty including of all Spares & Labour, Free of Cost Consumables for three months period, other all kind of expenses required for in-situ works (i.e. Civil/Elect/Mechanical/Other) and its accessories (Civil/Elect/Mechanical/Other) required for make the supplied equipment functional at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP) in the respective user Department on "Turnkey" has

been accepted with response to the referenced Tender on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

(ii) CMC Price for 5 YearPeriod:-

Tender Item No.	Name of the Equipment	Rates of CMC after completion of 5 Years Free of Cost Warranty Period (for equipment only)					TAXES IF ANY (InRs.)	Total 5 Yrs CMC Charges (in Rs.)
		6 st yr	7 nd yr	8 rd Yr	9 th Yr	10 th yr		
1	Multifunction Foot Pressure Analyzer							
Total								

(iii) Approved Consumable/Spare Parts/Optional AccessoriesPrices:-

Tender Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES	UNIT	BASIC UNIT PRICE (IN Rs.)	GST (IN%) & (IN Rs)	PRICE (IN Rs.) PER PIECE OR PERUNIT Inclusive of allTaxes &Expenditure
1						
2.						

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for Two year subject to extendable for the further period of One Year on mutual agreement basis after completion of initial Two year period. No claim of Second Partyf or

increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.

3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost

& risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.

4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e-Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to FirstParty.
5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by FirstParty.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contractperiod.
8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal/Medical Superintendent, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to theGovernment.
9. **Warranty (60 Months Onsite Warranty including Spare Parts &Labour etc.) and Penalty for not attending within stipulated downtime period:-**The Second Party liable for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility by First party and if the Second Party will fail to do the same, the Penalty as per **e-Tender General Terms & Condition Vide Clause "5"** shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by FirstParty.
10. **5 Years CMC after completion of 5 Years Warranty/Guarantee :-** The Second Party will submit a performance bank guarantee for 10% of the cost of the approved CMC Price before the completion of 5 Years On-site Warranty, preferably in last Quarter of 5th Year and after receiving of the CMC Performance Guarantee, First Party in writing communicate to Second party for acceptance of the same and allow them to operate CMC for 5 Years (from 6th Year's onward) as per the **General Terms & Condition, Vide Clause "6"** of this-Tender.
11. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The

Second Party is liable for supply, installation, Testing and commissioning the ordered equipment upto

F.O.R. at User Department of AIIMS Bhopal within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per week for delayed supply, subject to a maximum of 10% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by First Party. Admissible delay subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause "15"**.

12. Inspection of Supplies:- Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per **General Terms & Condition, Vide Clause "15"**.

13. Payments:-

Final Payments to Second Party by First Party will be made only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The GST/Custom Duty/Clearing Charges/Agency Commission and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable GST/TDS on prevailing Tax rules and LD (if any) to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment in considerable time preferably through NEFT/RTGS in his Bank Account. The Public Finance Management System (PFMS) implemented at AIIMS Bhopal. Each of successful supplier Agency is needed to be submit the PFMS required details with requested supportive Documents duly signed and attested copies in the format given at **Annexure-XIV**. The invoice of Custom Duty paid to the Custom Deptt. shall be enclosed with Payment Claim of the Party for cross verification purpose to AIIMS Bhopal.

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

- a) On Receipt of Delivery at Consignee Site:
70% (Seventy Percent) payment of the Ordered Consumables/Equipment/Stores Value shall be paid preferably within one month period on receipt of Ordered Equipment at AIIMS Bhopal (i.e. Consignee) in Good condition and upon the submission of the following documents:-
- (i) Triplicate duly signed and stamped Original copies of supplier's invoice showing TIN No. of the Firm, Contract Agreement Number of AIIMS Bhopal, PO Number of AIIMS Bhopal, Ordered Equipment/Items description, Quantity Supplied, Approved Unit price, Tax and Total claimed Amount.
 - (ii) Copy of Delivery Challan of supplied Items,

- (iii) Copy of Insurance Certificate for Supply of Item. This certificate is mandatorily applicable and required to be submitted by Supplier Agency in case of Imported/indigenous Equipment/Items supply for which any advance payment made by the Client either through LC/any other mode to the supplier Agency.
- (iv) Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose must enclosed in case of supply of Imported Items.
- (v) Two copies of packing list identifying contents of each package supplied by the Supplier Agency.
- (vi) Copy of Warranty/Guarantee Certificate as per Tender Terms.
- (vii) Performance Bank Guarantee of 10% (Ten) % order value from any scheduled Nationalized/Commercial bank valid upto 63 months beyond of date of expiry of warranty period in favour of "Director, AIIMS Bhopal" payable at AIIMS Bhopal.
- (viii) Consignee Receipt Certificate (CRC) issued by the respective Store Department after Preliminary Inspection of Supplied Items.

b) On Final Acceptance:

30% (Thirty Percent) payment of the Ordered Consumables/Equipment/Stores Value shall be paid in considerable time after successfully acceptance of Supplies/Equipment Installation in concerned user Department upon the submission of the following documents:-

- (i) Final Acceptance Certificate in original issued by the authorized Inspection and Final Acceptance Committee of AIIMS Bhopal to the Supplier Agency after successful Acceptance of Supply.
- (ii) Manufacturers/Supplier's Warranty certificate/Test Certificate (if applicable) as per PO/Tender Terms.
- (iii) Any other Certificate as requested by AIIMS Bhopal on post Supply basis required mandatorily for Final acceptance of Supplies/Equipment for example like AERB Certificate/Fire Safety Certificate/Local Government Completion Certificate etc.

14. Disputes & Arbitration: -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

15. Law Governing the Contract and Jurisdiction:-The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. Performance Security Deposit:-The Second Party liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit to First Party in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee/Fixed Demand Receipt" from any Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of

5 years warranty period + 2 months (valid for i.e. 62 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Performance Security Deposit is liable to be forfeited if the Second Party withdraws or impairs or derogates the Contract in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Second Party (i.e. Supplier Agency) to First Party (i.e. AIIMSBhopal).

17. Exclusive right to First Party (The Director, AIIMS Bhopal,India).

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will takeeffectfrom _____ **Dayof** _____ **Two**
Thousand Eighteen and shall be valid for **Two Year**.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:

<p>For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name</p> <p>on behalf of the 'Agency' in presence of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness2: _____</p> <p>Name: _____</p> <p>Address: _____</p>	<p>For and on behalf of the "Director, AIIMS Bhopal"</p> <p>Signature of the authorized Officer Name of the Officer</p> <p>By the said</p> <p style="text-align: right;">Name</p> <hr/> <p>on behalf of the "Director, AIIMS Bhopal" in presence of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness2: _____</p> <p>Name: _____</p> <p>Address: _____</p>
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Annexure-XIV

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)**

PFMS UNIQUE CODE:

(The code will issued by AIIMS Bhopal's Finance Deptt, if Supply Order to be issued to your Firm)

VENDOR PFMS REGISTRATION FORM

S. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (a copy of PAN Card in the name of Firm must enclose)	
5	Aadhaar Number	
6	TAN Number	
7	GST/VAT/TIN Number	
8	Service Tax No.	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number (a cancelled Cheque copy must enclose)	

Note: All above requested document's copies duly attested with this form must be enclosed by the Vendor

DATE :

PLACE:

VENDOR SIGNATURE WITH SEAL

Department Name:

Forwarded by HOD/In-charge

GST Registration Details of AIIMS Bhopal



**Government of India And
Government of Madhya Pradesh
Form GST REG-25**

Certificate of Provisional Registration

1.	GSTIN	23AACAA6087 A1Z9
2.	PAN	AACAA6087 A
3.	Legal Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
4.	Trade Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	Service Tax Registration Number	AACAA6087 ASD
Date	26/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

* * * * *

PRE-CONTRACT INTEGRITY PACT

(Form for Integrity Pact on Non Judicial Stamp Paper worth of ₹ 100/- needed to be printed and submitted by the Interested Bidder Company along with their Pre-Qualification Documents and its scanned copy is needed to be uploaded in the Pre-Qualification Document Slot of E-Tendering Portal)

General information regarding Pre-Bid Pre-Contract Agreement (i.e. Integrity Pact) :

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on one hand, the **Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) Saket Nagar, Bhopal**, India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Ms/Mr _____, Designation _____, (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure for .d Laundry Services under Rate Contract at All India Institute of Medical Sciences Bhopal and the BIDDER is willing to offer / has offered the same and

WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/PSU/Partnership Firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e. AIIMS Bhopal) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the *PradhanMantriSwasthyaSurakshaYojna*(PMSSY) performing its functions in Health care.

NOW, THEREFORE,

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

Enabling the BUYER to finalize a Biddier Company for supply of requested Items at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures:

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

Commitments of the BUYER :

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misConducting on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being Conductinged by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDER shall disclose the name and address of agents and representatives in India.
 - 3.4 BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for the purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression:-

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

5 Earnest Money Deposit (EMD):-

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified in NIT of e-Tender Document) as Earnest Money Deposit with the BUYER through the instruments as specified in the Tender Document.
- 5.2 The Earnest Money Deposit shall be valid up to a period, as will be specified in Tender Document, from the date of opening of bids and be suitably extended as requested by AIIMS Bhopal.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Security Deposit in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Security Deposit in case of a decision by the BUYER to the forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money Deposit/Performance Security Deposit for the period of its currency.

6 Sanctions for Violations:-

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- (ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en cash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the bidder from participating in future bidding processes of the Government of India for minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Security Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Applicability of Fall Clause :

If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he (Bidder) shall forthwith notify Director, AIIMS Bhopal (Buyer). The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal (Buyer) will deduct from the pending bills/Performance Security Deposit to recover the lose to the Government.

8 Facilitation of Investigation :

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

9 Law and Place of Jurisdiction:-

- 9.1 The laws of the Government of India shall govern this contract. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 9.2 The courts at Bhopal District will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhopal District court shall have jurisdiction in the matter.

10 Other Legal Actions :-

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

11 Validity:-

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to Three years or the complete execution of the Rate Contract Agreement to the satisfaction of both the BUYER and the BIDDER/Seller. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the Contract Agreement with successful Bidder.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

<p>For and on behalf of the 'Bidder'</p> <p>Signature of the authorized Official</p> <p>Name of the Official _____</p> <p>Designation of the Official _____</p> <p>Stamp / Seal of the 'Bidder'</p> <p>SIGNED, SEALED AND DELIVERED on behalf of the 'Bidder' in presence of</p> <p>Witness 1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the 'Buyer'</p> <p>-Sd- For and on behalf of the "Director, AIIMS Bhopal"</p>
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