



e-Tender
for

**Rate contract for Supply, Installation, Commissioning and
Testing of Medical Operative Loupe for Department of Paediatric
Surgery at AIIMS Bhopal**

अखिल भारतीय आयुर्विज्ञान संस्थान

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

साकेत नगर भोपाल (मध्यप्रदेश)– 462020

Saket Nagar, Bhopal (M.P.) – 462020

Website: www.aiimsbhopal.edu.in

E-BidingPortal:<https://www.tenderwizard.com/AIIMSBHOPAL>



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

E-Tender No. AIIMS/BPL/HOSP/2019-20/105

DISCLAIMER

All information contained in this bid provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the bid document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals. **Director AIIMS** reserves the right to reject any or all of the proposals submitted in response to the BID document at any stage without assigning any reasons whatsoever.

AIIMS also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to the BID. AIIMS reserves the right to change/ modify/ amend any or all of the provisions of the document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website.

AIIMS, its employees and associates will have no liability under any law, for any loss which may arise from or be incurred or suffered on account of anything contained in the BID or otherwise including the accuracy adequacy, correctness completeness or reliability of BID and any assessment, assumption, statements or information contained therein or deemed to form part of this BID. The stet award of the assignment and any other information supplied by or on behalf of AIIMS or their employees and BID respondent or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of BID process is confidential to AIIMS and shall not be used by the respondent for any other purpose, distributed or shared with any other person or organization.



SECTION-I

Initiation for bids (IFB)

Dated:

On behalf of Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Sealed bids under two bid system are invited online on <https://WWW.TENDERWIZARD.COM/AIIMSBHOPAL> from eligible and qualified bidders for Rate contract for Supply, Installation, Commissioning and Testing of Medical Operative Loupe for Department of Paediatric Surgery at AIIMS Bhopal. Interested Bidders are also advised to visit AIIMS Bhopal website www.aiimsbhopal.edu.in for details of this Bid.

| Sl. No. | e-Tender No. | Item Description | EMD |
|---------|---|---|-----------|
| 01 | E-Tender No AIIMS/BPL/HOSP/2019- 20/012 Dated 14-11-2019. | Rate contract for Supply, Installation, Commissioning and Testing of Medical Operative Loupe for Department of Paediatric Surgery at AIIMS Bhopal | Rs.6000/- |

Bidders can download complete set of bidding document from e-procurement platform
<https://www.tenderwizard.com/AIIMSBHOPAL>

The e-tender notice and Tender documents is also available in our website:
www.aiimsbhopal.edu.in

Bidders have to submit the bids online by uploading all the required documents through
<https://www.tenderwizard.com/AIIMSBHOPAL>

Bid Submission end date : 28-01-2020 at 17.00 Hrs.

Technical Bid opening date : 29-01-2020 at 15.00 Hrs. in SPSO Office, 3rd Floor, Hospital Building, AIIMS Bhopal - 462 020

Bids for this tender will be accepted through online only. Manual bids will not be accepted under any circumstances.

The Director, AIIMS Bhopal reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

I/c Central Stores
For & on behalf of AIIMS Bhopal



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 | 15-01-2020 | 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 |

EMD

Bidders shall submit EMD either by FDR drawn in favor of Director AIIMS Bhopal, for a sum of Rs. **Rs.6,000/-**(Rupees Six Thousand) only payable at AIIMS Bhopal only valid for 9 months. OR

In the form of a bank guarantee for a sum of **Rs 6000/-**(Rupees Six Thousand Only valid for 9 months. The scanned copy of FDR/BG is to be uploaded in the Tenderwizard while submitting the bid.

The Original FDR/BG EMD should reach AIIMS Bhopal within the bid submission date and time for the tender.

Bids received without EMD will be rejected.

Exemption: Firms registered with NSIC/MSME (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertaking are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.



Instructions for e-Bid Participation:-

1. Bidders are requested to read the help document on e-bid web site link before proceeding for bidding.
2. The prospective bidders have to register with the E-procurement system. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days).
3. In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificate) Post receipt of User ID & Password, Bidders can log on for downloading & uploading bid document.
4. Director, AIIMS Bhopal reserves the right to reject any or all bids without assigning any reasons whatsoever.
5. Technical and Price bid will be submitted separately. Technical Bid will be opened first and evaluated as per specification and terms & conditions. Thereafter; Price Bid will be opened only of those bidders whose bid will be found technically responsive. The date of opening of price bid will be announce later on
6. Bids will be opened in the presence of Bidder's/their representatives who choose to attend on the specified date and time.
7. In the event of the date specified for bid receipt and opening being declared as a closed/holiday for purchaser's office, the due date for opening of bid will be the following working day at the appointed times.
8. The bidder has to register on stated website on their own cost.

Director
AIIMS Bhopal



SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

1 This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.

2 Language of Bid

The bid submitted by the bidders and all subsequent correspondence and documents relating to the bid exchanged between the bidders and the purchaser, shall be written in the English language, unless otherwise specified in the Bid Enquiry.

3 Eligible Bid

This invitation for bidders is open to all suppliers who fulfill the eligibility criteria specified in these documents. Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting service for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the purchaser under this Invitation of Bids.

4 Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5 Bidding Expense

The bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidder's process.

6 Amendments to bid documents

10 days prior to the deadline for submission of bid the purchaser may, for any reason deemed fit by it, modify the bid documents by issuing suitable amendment(s) to it.



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

- 6.1 Such an amendment will be notified in writing on web site for prospective bidders.
- 6.2 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

7 Clarification of bid documents

A bidder requiring any clarification or elucidation on any issue of the bid documents may take up the same with the purchaser in writing and email to AIIMS 15 days before submission of bid at spsa@aiimsbhopal.edu.in The purchaser will respond to such request provided the same is received by the purchaser within the due date mentioned in the bid.



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8 Contents of Bid Documents

8.1 The goods/services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

| Sr no | Particulars | Page no |
|--------------|---|----------------|
| 1 | Invitation of Bids (IFB) ; section-1 | 3-4 |
| 2 | Instructions to Bidders (ITB); section-II | 5-20 |
| 3 | General Conditions of Contract (GCC); section-III | 21-30 |
| 4 | Special Conditions of Contract (SCC); section-IV | 31-36 |
| 5 | Scope of work and Technical specification ; section-V | 37-38 |
| 6 | Schedule of Requirements; section-VI | 39-40 |
| 7 | Qualification criteria section- VII | 41 |
| | ANNEXURES | |
| 8 | Undertaking for acceptance of all bids condition of bid. Annexure-I | 42-44 |
| 9 | Criminal liability undertaking Annexure-II | 45 |
| 10 | Manufactures is authorization from Annexure-III | 46 |
| 11 | Performa for Performance Statement; Annexure-IV | 47 |
| 12 | Techno commercial check list form. Annexure-V | 48-50 |
| 13 | Financial price bid for bids Annexure-V | 51-52 |
| 14 | Financial price bid for imported Annexure-VI | 53-54 |
| 15 | Rate for CMC Annexure-VII | 55 |
| 16 | Rate for optional accessories Annexure-VIII | 56 |
| 17 | Bid Security EMD Form; Annexure - IX | 57 |
| 18 | Performance Security Form; Annexure – X | 58 |
| 19 | Annual rate Contract Form; Annexure - XI | 59-67 |
| 20 | Pre contract integrity pack Annexure- XII | 68-74 |
| 21 | Vender PF MS from. Annexure - XIII | 75 |
| 22 | GST Registration of AIIMS. Annexure - XIV | 76 |
| 23 | Power of Attorney for submitting bid Annexure-XV | 77 |
| 24 | Blank price schedule for items make module without price Annexure-XVI | 78 |

8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.



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9. Pre-bid meeting

Pre bid meeting shall be called on date and time indicated in the invitation for bid. The interested bidder may attend meeting. Bidders are advised to seek clarification on such bid terms, if any, during pre-bid meeting or ask same in written in pre-bid clarification response.

10. Securities EMD/Bid

The Bidder shall furnish, as part of its bid, a bid security as per Requirements in IFB clause. The bid security is required to protect the purchaser against risk of Bidder's conduct which would warrant the security's forfeiture.

The bid security shall be in Indian Rupees and shall be in one of the following forms:

A bank guarantee issued by a schedule bank or FD of schedule bank located in India, in the form provided in the Bidding Documents Annexure-IX and valid for 225 (Two Twenty five days) days beyond the validity of the bid:

Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser

The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, and furnishing the performance security,

Bid security may be forfeited:

- 10.1 If a bidder withdraws its bid during the period of bid validity specified in the Bid
- 10.2 In case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish performance security
- 10.3 Bidder does not respond to requests for clarification of its proposal.
- 10.4 Bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process, by offering bribes or other illegal gratification.
- 10.5 Bidder submitted false or misleading documents/credentials for the purpose getting unethical advantage in evaluation process.

Firms registered with NSIC or MSMEs for manufacturing the items are exempted from submission of EMD (subject to the financial limits indicated in the certificate of NSIC Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificate etc. to avail this exemption.



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11. Period of Validity of Bids

Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

12. Withdrawal of bid:-

No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder in the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security.

13. Price Preference Policy and Exemption for submission of various eligibly 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 Technical Bid Documents. If the bidder does not upload/submit the requested "Make in India" Certificate along with their Bid, it will be treated as open bid and no preference shall be given to such Bidders on producing "Make in India" Certification in later bid stage.

PREPARATION OF e-BIDS

14. Documents comprising the e-Bids establishing bidders eligibility and qualification

Hard copies of the following documents to be submitted on or before closing the bid in physical form:

EMD, and Undertakings ,(A B C D &E) below should be submitted in a sealed envelope in original in the Bid Box Kept in the Procurement Section, Central Stores Department, 3rd Floor, AIIMS Hospital , Saket Nagar, Bhopal-462020 (MP), India. Superscripted E-Bid for Rate contract for Supply, Installation, Commissioning and Testing of Medical Operative Loupe for Department of Paediatrics Surgery at AIIMS Bhopal, Complete details of the bidder should also be mentioned on the envelop.

A EMD, in favour of Director, AIIMS Bhopal, is to be submitted in physical form as per Section - I, Notice Inviting Bid, of this bid in the form of FDR/BG in the format given at "Annexure-IX" from nationalized Bank, in favour of "Director, AIIMS Bhopal" valid for 270 days.



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- B Original copy of Undertaking** for acceptance of *all Terms & Conditions* mentioned in this E-Bid on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – I, 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–II, duly attested by Notary Public.
- D Copies of original product catalogues** duly signed and stamp of all quoted items in case of equipment & instruments only.
- E The pre contract Integrity pact duly signed by bidders.** All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab-initio rejected without assigning any reason (Annexure-XII).

14.1 Technical Bid Techno-Commercial bid: -Eligibility and qualification

- a. Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization strictly as per the prescribed format Annexure-III.
- b. Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the bid Annexure-XV.
- c. Performance Statement as per Annexure along with relevant copies of orders and end users' satisfaction certificate Annexure-IV.
- d. Price Schedule(s) as per Section filled up with all the details including Make, Model etc. of the goods offered with prices. Annexure-XVI.
- e. Self-Attested copies of GST registration certificate and PAN Card.
- f. Self-Attested copies of quality Manufacture US FDA /CE/ BIS Certificate issued by competent authority.
- g. Documentary evidence for registration bidder. Private partnership limited etc.
- h. Sealed & signed copies from C A CERTIFICATE of audited turnover, for preceding three financial years from the date of bid opening.
- i. Sealed & signed copy from CA certificate as proof of their Income tax returns filed for last three year.
- j. A bidders quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale).

15. Bid currencies

The bidders supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods,



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the same shall be quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

Bids, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

16. Conversion of bid currencies to Indian Rupees

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

17. Bid Schedule

If there is more than one schedule in the List of Requirements, the bidders has the option to submit its RATES for any one or more schedules. However, while quoting for a schedule, the bidders shall quote for the complete requirement of goods and services as specified in that particular schedule.

18. B Price Bid:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the bid enquiry in the e-bid portal. The price should be quoted for the unit indicated in the e-bid document.

19. Quoting rates for Indian and abroad items

The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section. Annexure VI(A), VI(B).

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

19.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of the goods, Shall be quoted for destination of AIIMS Bhopal including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin GST should be shown extra.
- b) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;



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- c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from warehouse to the consignee site
- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
- f) The price of annual CMC, for 3rd -5th years in List of Requirements, Technical Specification and Price Schedule. Annexure-VII
- g) Price Bid has to be submitted in the prescribed excel format provided with the bid enquiry. If any bidder quotes NIL charges / Consideration (either for equipment, CMC or Turnkey etc.) the bid shall be treated as unresponsive and will not be considered.

19.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) Price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling would be extended and borne by the Supplier from warehouse to the consignee site .
- d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of annual CMC, for 3rd -5th years as mentioned in List of Requirements, Technical Specification and Price Schedule.

19.3 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable upon actual production of documentary evidence.

19.4 Goods and Services Tax (GST):

- a. If a bidder asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual



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quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

19.5 Indian Agent

If a foreign bidders has engaged an agent in India in connection with its bid, the foreign bidders , in addition to indicating Indian agent's commission, if any, , shall also furnish the following information:

- a) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (eg.DGS&D).
The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section V (Technical specifications).
- e) Principal's/Manufacturer's original Performa Invoice with the price bid

20. Firm Price

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

21. Alternative Bids

Alternative Bids are not permitted. However the Bidders can quote alternate models meeting the bid specifications of same manufacturer with single EMD.

22. Only one of agent for one manufacture:-



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

23. SUBMISSION OF Bids

The bid is invited in two bid system i.e. techno-commercial bid and price bid on <https://WWW.TENDERWZARD.COM/AIIMSBHOPAL>

23.1 Techno commercial bid

The bidder shall submit the bid compulsorily on e portal on the date and time prescribed in IFB along with the scan copy of document ABCD & E required in qualification clause ITB 14.

The clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the bid enquiry Annexure-V.

23.2 PRICE BID (ONLY ONLINE):

- a) The bidders must ensure that they submit the Price Bid in prescribed format Annexure-VI(A) and VI(B) whichever is applicable, uploaded along with the bid enquiry. It is responsibility of the bidder to ensure that the contents of the format Annexure-VI(A),VI(B) wherever is applicable are not tampered.
- b) The bidders must ensure that they submit the on-line bids not later than the closing time and date specified for submission of bids.

24. Deadline for submission of Bids:-

24.1 The purchaser may its discretion extend the submission deadline of the bid

24.2 There is NO PROVISION of uploading late bid beyond stipulated date & time in the e- bidding system. If the EMD and document A B C D & F in original are not submitted within the scheduled time, the bid shall be declared as late bid and online bid non-responsive shall not be opened and shall be ignored.

25. Modification and Withdrawal of Bid

The bidders are permitted to change, edit or withdraw its bid on or before the end date & time of bid closing.



26. Opening and evaluation of Bids:-

E. BID OPENING

The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIT/IFB.

First techno commercial bids shall be opened subject to fulfilling the clause 14 A,B,C,D&E. The price bid of successful bidder will be opened on the later date, which will be announced.

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

Authorized representatives of the bidders, who have submitted bids on time, may attend the bid opening provided they bring with them letters of authority from the corresponding bidders.

The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.

27. Primary Examination

- 27.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a bidders responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence
- 27.3 The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the bid document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.

28 Bid evaluations

Bids shall be evaluated on the basis of the terms& conditions already incorporated in the bid document, based on which bids have been received. No new condition will be brought in while scrutinizing and evaluating the bids.

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



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Bid validity is shorter than the required period.

Required EMD or its exemption documents have not been provided.

Bidder has not agreed to give the required performance security of required amount.

Poor/ unsatisfactory past performance.

Bidder who stands deregistered/banned/blacklisted by any Govt. Authorities.

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

Bidder quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self-declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.

28.1 Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bids.

Discrepancies in Prices. If, in the price structure quoted by a bidders , there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected

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

If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,

28.2 Techno commercial evaluation

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

a. In case of bid invited in schedule:-

The purchaser will evaluate and compare the bids previously determined to be substantially responsive, each schedule separately (if invited in schedule). No bid will be considered if



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the complete requirements covered in the schedule is not included in the bid in case of schedule. Bidders are allowed the option to bid for any one or more schedules and to offer unconditional discounts if any for each schedules separately. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the highest composite score for deciding award(s) for each schedule.

b. Other bids, without schedule.

The committee will evaluate technical bid as per specification, qualification and on the ground of scope of services and parameters mentioned in the bid document.

The committee may seek further clarification, if required, from the bidders for the purpose of technical evaluation.

If a Technical Bid is determined as not substantially responsive, the AIIMS will reject it and in such a case Financial Bid will not be opened.

Wherever required committee can ask Bidder for Demo of the machine/equipment. The expense incurred on the demo shall be borne by bidders.

28.3 Additional Factors and Parameters for Evaluation and Ranking of Responsive Bids

The purchaser's evaluation of a bid will include and take into account the following:

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

In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidders) on the goods if the contract is awarded on the bidders.

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

29 Bidders 's capability to perform the contract

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

The above-mentioned determinations will interalia, take into account the bidders 's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the bid document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.



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30 Contacting the Purchaser

- 30.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this bid enquiry and / or its bid, it should do so only in writing.
- 30.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder as deemed fit by the purchaser.

31. AWARD OF CONTRACT

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

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

31.1. Award Criteria

The contract will be awarded to the lowest evaluated responsive bidders decided by the purchaser in terms of bid Clause

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

At the time of awarding the contract, the purchaser reserves the right to increase or decrease , the quantity of goods and services mentioned in the schedule(s) in the "schedule of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

33. Notification of Award (NOA)

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

34. Performance security:-

The successful bidder must furnish to the purchaser the required performance security within 15 days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.



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35. Issue of Contract and signing thereof

- 35.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form in duplicate, to the successful bidders by registered / speed post/mail.
- 35.2 Within twenty one days from the date of the NOA, the successful bidder shall execute this contract with purchases.

36. Non-receipts of Performance Security, Performa Invoice and Contract by the Purchaser/ Consignee

Failure of the successful bidder in providing performance security above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause–Termination of default.

37. Publication of Bid Result

The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

38. Corrupt or Fraudulent Practices

- a. It is required by all concerned namely the Consignee/bidder/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidder (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

will reject a proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Will declare a firm ineligible, either indefinitely or for a period of 3 year, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in execution.



SECTION III:
GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
 - b) "The price" means the price payable to the Supplier for the full and proper performance of its contractual obligations.
 - c) "GCC" mean the General Conditions of Contract contained in this section.
 - d) "SCC" means the Special Conditions of Contract.
 - e) "The Purchaser" means the Organization Purchasing the Goods services as named in SCC.
 - f) "The Supplier" means the individual / firm / supplying the Goods and Services under this Contract
 - g) Project site means the place or places mentioned in SCC
 - h) "Solution" means study, plan, design, develop, customize, install and implement Agreed framework
 - i) "Successful Bidder" means the bidder who has submitted most responsive lowest evaluated bid /got Highest ranking / scored bid as per QCBS formula evaluated by the committee
 - j) "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, Bidders, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel in connection with this Bid Document.
 - k) "Project Data" means all proprietary data of project generated out of project operations and transactions, documents and related information including but not restricted to user data which the Bidder obtains, possesses or processes in the context of providing the services.
 - l) Deliverables" means the products and services agreed to be delivered by the Successful Bidder in pursuance of the agreement as defined more elaborately in Scope of work.
 - m) Government" means the Government of India.
 - n) bid document/bid means document issued to bidder/bidders soliciting their offer



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- (i) 'Bidder means the individual/company/firm/ vender who submit their offer against this bid/bid"
- (ii) "e-Bid" means Bids / Quotation / Bid received from a Firm / Bidders / Bidder online.
- (iii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant medicine commercial consumables etc. which the supplier is required to supply to the purchaser under the contract.
- (iv) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its bid.
- (vi) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (vii) "Consignee" means the Hospital/Institute/Medical College/ person department to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (viii) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (ix) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (x) "Day" means calendar day.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications Section-V and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information

The supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a



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person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5. Patent Rights

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1. Within 15 days of the supplier's receipt of notification of award, (NOA) the supplier shall furnish performance security in the amount specified in SCC.
- 6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
- 6.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- 6.4. A Bank Guarantee issued by a nationalized bank or in the form provided in the bidding documents Annexure-X or another form acceptable to the Purchaser, or FD in favour director AIIMS BHOPAL The performance security will be discharged and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations

7. Inspections and Tests

- 7.1. The Purchaser or its representative shall have the right to inspect and / or test the Goods, services, space to confirm their conformity to the contract. The special Conditions of Contract and/or the Technical Specification- scope of work shall specify what inspections and tests the Purchaser requires and where they are to be conducted.
- 7.2. (i) Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
(ii) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.

8. Packing

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure



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to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

9. Insurance

The Goods and services supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

10. Warranty

- 10.1 The supplier warrants that the Goods and services under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods and services supplied under the Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 10.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 10.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods and services without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost the defective Goods and services once the replacement Goods and services have been delivered.
- 10.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

11. Payment

- 11.1 The method and conditions of payment to be made to the Supplier shall be specified in the SCC.
- 11.2 Payment shall be made in Indian Rupees.

12. Prices

Prices charged by the Supplier for Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

13. Change Orders

- 13.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:



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- a. drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. the place of delivery; and
- c. The services to be provided by the Supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended.

14. Contract Amendments

Modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15. Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

16. Liquidated Damages

Subject to GCC clause 18, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignees hall, without prejudice to other right sand remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of contract as per GCC 17. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

17. Termination

17.1 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) If the Supplier fails to deliver any or all of the goods services within period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25.



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- b) If the supplier fails to perform any other obligation(s) under the Contract.
 - c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices clause ITB38 in competing for or in executing the contract.
 - d) The purchaser fails to perform any other obligation under the agreement
- 17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17, the Purchaser may procure upon such terms and in such a manner as it deems appropriate Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 17.3 In case of termination of contract as mention above the B.G. furnished by supplier as a P.G shall be forfeited
- 17.4 Termination for Insolvency
- 17.5 The Purchaser may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 17.6 Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective. No consequential damages will be payable to the supplier.

18. Force Majeure

- 18.1 Notwithstanding the provision of GCC Clause 16,17,18, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 18.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the



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Purchaser in writing the Supplier continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Settlement of Disputes

- 19.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- a. The actual cost by the work completed/material supplied with this agreement, or other cost as permitted by purchaser.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 19.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods and services under the contract.
- 19.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 19.5 **Notwithstanding any reference to arbitration herein:**
- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree: and
- b) The Purchaser shall pay the Supplier any money due the Supplier.

20. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause GCC 5,

- 20.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the purchaser; and
- 20.2 The aggregate liability of the supplier to the purchaser, whether under the contract, into or otherwise, shall not exceed the total contract price, provided



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that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Governing Language

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

23. Spare parts

The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations ;and the supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods. Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

24. Sub Contracts

The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its bid. Such notification, in its original bid or later,

Shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

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

Subcontracts shall also comply with the provisions of GCC Clause 4 (“Country of Origin”).

25. Delivery

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

- 25.1 Subject to the provision under GCC clause 18 any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:



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- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) Termination of the contract for default.

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

26. Extension of D.P.

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

- 26.1 The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- 26.2 That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- 26.3 But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 26.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

27. Risk-Purchases:- clause GCC 17.2



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28. Tax & Duties:-Supplier shall be entirely responsible for all taxes duties license fee Road permitted incurred in delivery of contracted goods to the purchaser.

29. 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), 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 the Government.

30. Conformation of lowest price:-

The bidder shall ensure that the rates quoted by him in the bid are the lowest one and not quoted less prices than this to any government institution (state, central/other institution of India.



SECTION IV:

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of contract shall supplements the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1) Definitions (GCC Clause 1)

- GCC 1.1 The Purchaser means Director AIIMS Bhopal or his authorized officer.
- GCC 1.2 The supplier means the bidder who will supply, install provide service as per terms & conditions specification and scope of work in the bid document.
- GCC 1.3 The 'Project site' means items mentioned in schedule of requirement section V

2. Performance Security (GCC Clause 6)

- 2.1 Within 15 days on receipt of the Notification of Award, the Supplier shall furnish performance security to the Purchaser for an amount of 10% of the contract value, the date of completion of performance obligations including warranty obligations.

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than completion of the Supplier's performance obligations including the warranty obligation, under the contract .i.e after 60 days of contract obligation.

In the event of any contract amendment, the Supplier shall, within 07 days of receipt of such amendment furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for further period of 60 days thereafter.

3. Settlement of Disputes (GCC Clause 21)

Add as GCC Clauses 19 the following:

- 3.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 19 shall be as follows:-
- a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration (India).



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- b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration (India), Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian council of Arbitration (India), making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration (India).
- 4. Insurance –** For the goods at site the insurance shall be obtained by the supplier and all goods must be insured
- 5. Inspection: -** inspection shall be done by in by the committee constituted by the Director AIIM Bhopal or his authorized representative of AIIMS Bhopal at designated place.
- 6. Delivery of documents and payments:-**
- (a) Payment shall be made after FOR delivery at Consignee side (Preferably within 45 days time) on receipt of the “Consignee Receipt certificate (CRC)” and subject to submission of following documents): 100% payment of the contract price shall be paid on receipt of goods in good condition/working condition and up on the submission of the following documents subject to recovery of LD, if any:
- (i) Three copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount
 - (ii) Two copies of packing list identifying contents of each package
 - (iii) Inspection certificate, if any
 - (iv) Insurance Certificate, if any
 - (v) Certificate of origin for imported goods(Only For Imported Goods)
 - (vi) Consignee Receipt Certificate (CRC) in original issued by the authorized User Department representatives/concerned Stores Representative of the consignee.
 - (vii) Test report and Final Acceptance Certificate (FAC) wherever required
 - (viii) Manufactures guarantee certificate
 - (ix) Installation report etc



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- 7. Warranty** (24 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 two 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 Clause GCC 16 shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.
- 8. Three Years CMC** (i.e. for 3rd -5th year) after completion of 2 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 2 Years On-site Warranty, preferably in last Quarter of 2nd 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 3 Years (from 3rd Year's onward) as per the General Terms & Condition.
- 9. 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 Clause GCC 16.
- 10. 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 Clause SCC 5.
- 11. Payments:-**
- 11.1. Final Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- I. Payment for Domestic Goods Or Foreign Origin Located Within India:-
- Payment shall be made in Indian Rupees as specified in the contract in the following manner:
- (a)** On delivery (Preferably within 1 month time of “Consignee Receipt certificate (CRC)” and subject to submission of following documents):
- 100% payment fo the contract price shall be paid on receipt of goods in good condition and up on the submission of the following documents subject to recovery of LD, if any:
- (x) Three copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount



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- (xi) Two copies of packing list identifying contents of each package
- (xii) Inspection certificate, if any
- (xiii) Insurance Certificate, if any
- (xiv) Certificate of origin for imported goods
- (xv) Consignee Receipt Certificate in original issued by the authorized User Department representatives/concerned Stores Representative of the consignee.
- (xvi) Text report wherever required

II. Payment for Imported Goods (In case of Import of the equipment/instrument/goods)

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

a) On Shipment:

Seventy percent (70%) of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the dispatched equipment issued by recognized/reputed agency like SGS, Lloyd, BEAURUVARITUS and TUV or Equivalent prior to dispatch.
- (ix) Consignee Receipt Certificate in original issued by the authorized representative of user Department/Concerned Stores Department of the consignee.

b) On Acceptance: Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents:-

Balance payment of Thirty percent (30%) of net Destination price of Equipment/goods would be made against 'Final Acceptance Certificate' to be issued by the consignees designated Official through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country,



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subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and Four to Six weeks of successful trail run of the equipment.

c) **Payment of Incidental Costs** till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee. All should be inclusive in the quoted price of the Bidder, in later stage, AIIMS Bhopal will not pay extra amount on account of any such costs/items to any Bidder.

d) **Payment of Indian Agency Commission:**

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. This is payable against submission of a certificate from the principal supplier that they have realized full and final settlement against their supply.

III. Payment of Site Modification Work, if any:

Site Modification Work payment will be made to the bidder/manufacturer's agent to its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. This will be paid on proof of final installation, commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIMS Bhopal means AIIMS Bhopal will not pay any extra amount for any work beyond the approved prices to any bidder.

IV. Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on the last Quarter of the 3rd Year onwards on year to year basis after satisfactory completion of said 2 Year free of Cost Warranty period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the cost of the 3 Years CMC Value as per contract in the prescribed form at given at Annexure-X.

- 11.2 The supplier shall not claim any interest on payments under the contract.
- 11.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 11.4 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the



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- purchaser/consignee, the charges there of shall be borne by the supplier.
- 11.5 The payment shall be made in the currency/ currencies authorized in the contract.
- 11.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 11.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 11.8 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forth with.
- 11.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- 11.10 The supplier will make Equipment/good for any defect or deficiency that the consignee (s) may report within six months from the date of dispatch of goods.
- 11.11 Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
- 11.12 The contract price where it is subject to variation has been finalized.
- 11.13 The supplier furnishes the following under takings:

“I/We Certify that, I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the Equipment/goods supplied. I/We _____ agree to make Equipment/goods for replacement/repair any defect or deficiency that the consignee may report within Six months from the date of receipt of this balance payment.



SECTION-V

Scope of work and Technical Specifications

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 this as per requirement at AIIMS Bhopal.
2. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the goods, Equipment/Instruments/ should only quote due to as per our requirement, the supply Delivery time is 45 days (in case of Indian Make) and 60 Days) (in case of Imported Item) only, after the issue of NOA/Purchase Order.
3. The Equipment as required for in requirement schedule may be purchased immediately and Bidders 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, AIIMS Bhopal) for procurement of required Equipment/Instruments for Hospital functioning. The cost for organizing demonstration at AIIMS Bhopal shall bear by Bidders .
4. The quantity intimated with this bid is only the estimation 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.
 - Cable for Medical Devices/Equipment/Consumables) certifications from competent Licensing/Certification authority with clearly showing validity date in respect of quoted item/Items.
 - Manufacturers/suppliers should have Valid ISO (i.e. ISO 9001:2015) ISO certification for ensuring quality standards.
 - The machine should be US FDA/European CE (4 digit)/BIS approved.
 - Comprehensive onsite warranty inclusive of all spares and accessories for 2 years from the Date of acceptance and 3 years CMC after warranty should be quoted by the Bidder i.e. 3rd to 5th years.
 - The necessary training of the personnel for the use of the equipment will be provided by the company/vendor. The vendor must mention the type of training i.e. on site or abroad and number of persons.
 - Electrical safety conforms to standards for electrical safety IEC-60601 or better- general requirements.
 - Certificate of calibration and inspection.
 - Substandard items must be replaced within 30 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.
 - The product or its earlier model should have been marketed in the national and international market for at least 5 years.
 - The parent company should certify that the quoted product is not going to be out of assembly line for at least three years from date of quotation.
 - **Demonstration:** The Department may ask for demonstration of actual quoted product or even for trial use.
 - **Compliance statement.** The vendor must provide, in tabular form a comparative chart of the required technical specification and technical specification of the quoted product. The vendor must give the relevant page number and paragraph number, in their literature regarding that technical information in the technical



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bid. Merely stating “complies” or “meets requirement” will lead to assumption that the quoted product does not have the required feature.

Technical Specifications

| S. N | NAME OF THE ITEMS. | <u>TECHNICAL SPECIFICATION OF REQUESTED EQUIPMENT</u> | QUANTITY |
|------|-------------------------|--|----------|
| 1 | Medical Operative Loupe | <p><u>Technical Specifications</u></p> <ol style="list-style-type: none">1. Magnification – 2.5x2. Optics system –Compound/ Galilean optics for sharp image without distortion3. Should be possible to do quick and easy adjustment of vertical axis, declination angle, tilt and inter-Pupillary distance4. Should have lens protective device with good quality scratch proof antireflective coating5. Should be fitted on Titanium eyeglass frame of appropriate user size with elastic Headband and soft nose bridge, prescription lenses can be fitted if needed later.6. Easy attachment and removal of optics mount.7. Loup can be flipped up when not in use, should be provided with sterilizable contact guard8. Two side shields should be provided for splash protection9. Surface should be resistant to standard disinfectant10. Should be available for various working depths: 450mm and 550mm.11. Should have field of view: 70-115mm12. Lens should be ultra- thin with scratch proof coating.13. The entire optical system should be watertight for complete immersion of disinfection.14. Soft case of high- quality with shock-proof protection should be provided. | 2 |



Section – VI
Schedule of Requirement

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**Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for
Department of Pediatrics Surgery at AIIMS Bhopal**

The quantities of item/items as per the decision of Director, AIIMS Bhopal will be increase/decrease either side as per the actual requirement of AIIMS Bhopal during the concurrency of this Rate Contract. The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per AIIMS Bhopal requirement before participation:-

1. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed to be consumed in the AIIMS Bhopal Hospital in one year period.
2. The Estimated Quantities will vary, either increase or decrease and the decision of the Director AIIMS, which shall be final and binding to all parties.
3. Each Tenderer will deposit/provide samples of each participating item to be tested for desired quality standards as per norms to the Pharmacy Stores Department of AIIMS Bhopal Hospital along with Sample submission Letter (if asked during Technical Evaluation of their Bid by AIIMS Bhopal). In case of non availability of samples, during the Technical Bid Evaluation as per AIIMS Bhopal Email/Telephonic communication regarding the date of Technical Bid Evaluation to the Pre-Qualified Tenderers only, those Pre-Qualified Tenderers, Bids would be automatically rejected on the ground of non-submission of the Samples.
4. Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the concurrency of Rate Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, Nominated by Director, the supply will be accepted at AIIMS Bhopal.
5. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Tenderer by AIIMS Bhopal, on two occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting or principal manufacturer for 5 years and the desired items shall be procured from



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the open market as per the satisfaction of AIIMS Bhopal Expert Technical Committee, Nominated by Director to meet the urgent requirement of the Institute on the cost of the L-1 Rate offered Vendor and the same will be recovered from his Outstanding Bills/Performance Security Deposit by AIIMS Bhopal.

6. Under rare circumstances some of these items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocols and the decision of Director in this regard shall be final and binding to all the parties.

Part-I: - Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal

| S. N | NAME OF THE REQUESTED EQUIPMENT | QUANTITY |
|------|--|----------|
| 1 | Medical Operative Loupe for Department of Pediatrics Surgery | 2 |

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

1. All Instruments should be USFDA/CE (European)/DGCI/BIS/ISI/CDSCO approved for medical use.
2. Manufacturers/Suppliers should have ISO 9002:2015 certification for Quality Standards
3. Comprehensive onsite warranty inclusive of all spares and labour should have for 2 years from the Date of acceptance and 3 years CMC after warranty should be quoted by the Bidder.
4. Electrical safety conforms to standards for electrical safety IEC-60601 or better- general requirements.
5. Certificate of calibration and inspection.
6. Substandard items must be replaced within 30 days times by the approved Supplier Agency, if any such intimation received from AIIMS Bhopal in writing.



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SECTION – VII
QUALIFICATION CRITERIA
Ref to ITB clauses-14

1. The Bidder must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per Performa of Manufacturer authorization form as given in the bid enquiry document to quote and enter into a contractual obligation. Annexure-III
- 2(a) The Manufacturer should have supplied and installed in last 3 years from the date of Bid Opening, at least 40% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily. Annexure-XVI.
- 2(b) The Bidder quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last 3 years from the date of bid opening of medical equipment anywhere in India of the same manufacturer copy uploaded.
3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria as per clause 13 of ITB. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by Ministry of MSME.



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Annexure-I

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS BID DOCUMENT

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

E-Tender ID AIIMS/BPL/HOSP/2019-20/105.

Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal

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 bid document and undertake to comply with them. I have no objection for any of the content of the bid document and I undertake not to submit any complaint/ representation against the bid document after submission date and time of the bid. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply the approved awarded 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 Bid Contract plus three month (i.e. for 27 months).
- 5.I/We hereby undertake to supply the items during the validity of bid as per directions given in supply order within stipulated period positively.
6. 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.
7. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.



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8. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for one year from the date of approval of the rate contract in the format given in Annexure-XI or till extended as mutually agreed upon. I undertake to supply the equipment/stores. 45 days) for Indian make items and within. 60 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.
9. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
11. 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.
12. 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 bid and in doing so I will not have any objection if my bid is rejected on that ground.
13. 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.
14. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup 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-Bid Enquiry.
15. 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.
16. I/we do accept/agree for the all clauses including the 2 years onsite Warrantee inclusive of all spares and labour etc and after expiry of warranty period, the 3 years CMC for Equipment on approved rates and payment terms and conditions of this bid enquiry.
17. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
18. 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.
19. 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.



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20. 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 bid, it shall be recovered by the AIIMS Bhopal from our Agency.
21. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
22. 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-Bid 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-Bid 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-Bid Enquiry are not higher than prices offered by us to any others 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 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-Bid 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

Date.....

With seal of firm



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ANNEXURE – II

CRIMINAL LIABILITY UNDERTAKING

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

E-Tender ID AIIMS/BPL/HOSP/2019-20/105

**Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for
Department of Pediatrics Surgery at AIIMS Bhopal**

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

.....

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

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

M/s.

2. 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/debarring is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

ANNEXURE-III



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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-Bid document No _____, dated _____
We, _____ who are
proven and reputable manufacturers of _____ (*name and
description of Equipment/Consumables/Goods/Stores offered in the bid*) having factories at
_____, hereby
authorize M/s _____ (*name and address of the agent*) to
submit a bid, process the same further and enter into a contract with you against your requirement
as contained in the above referred E-Bid Enquiry documents for the above 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 bid, process the same further and enter into a contract with
you against your requirement as contained in the above referred E-Bid Enquiry documents for the
above Stores manufactured by us.

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

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

Yours faithfully,

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

Note:-

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.

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



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ANNEXURE-IV

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last 3 years)

Bid Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidders : _____

Name and address of the manufacturer : _____

| Order placed by (full address of Purchaser / Consignee) | Order number and date | Description and quantity of ordered goods and services | Value of order (Rs.) | Have the goods been functioning Satisfactorily (attach documentary proof)** |
|--|-----------------------|--|----------------------|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidders

** The bidders are requested to submit the latest purchase order copies supplied to, Institute of National importance for the specific model quoted along with the price bid.

** C.A certificate



TECHNO COMMERCIAL CHECK LIST

(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

E-Tender ID AIIMS/BPL/HOSP/2019-20/105.

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-Bidding Solution

Rate E-Tender for Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal

| 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 bid may be rejected) . Serial Number of submitted documents should be in sequence as mentioned below:- | | | |
| A | EMD Amount for participating items wise(as per NIT Table No. 1) in the form of FDR/BG in the format given at "Annexure-IX" from nationalized Bank, in favour of "Director, AIIMS Bhopal" valid for 270 Days (i.e. Nine months) period. | | | |
| B | Original copy of Undertaking for acceptance of <i>all Terms & Conditions</i> mentioned in this E-Bid on Non Judicial Stamp Paper worth of ₹ 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 ₹ 100/- as per Annexure-III, duly attested by notary public. | | | |
| D | Copies of original product catalogues duly signed and stamp of all quoted items in case of equipment & instruments only. | | | |
| E | Original copy of Integrity Pact on Non Judicial Stamp Paper worth of ₹ 100/- as per Annexure-XVI, duly signed and sealed by the Authorized Signatory of the Bidder Company. | | | |
| (2) | Techno commercial Bid Documents needs to be uploaded on e-bid solution's "Techno commercial Bid Document" Slot by the Bidder: | | | |



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E-Tender No. AIIMS/BPL/HOSP/2019-20/105

| S. NO. | NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED* | YES | NO | Remarks |
|--------|--|-----|----|---------|
| I. | The scanned copies of the above said documents (A, B, C &D) shall also be submitted along with the online bid document in the E-Bidding portal of AIIMS Bhopal (i.e. https://www.bidwizard.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. | | | |
| 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, 2017-2018 and 2018-2019). | | | |
| VI. | Legible signed scanned copies of CA certificate for turnover Audited for last three Financial Years (i.e. for FY 2016-17, 2017-2018 and 2018-2019). The Annual Turnover of the Bidder company for participating in this e-bid must be Rs.>10 Lakh. | | | |
| VII. | Singed and attested legible scanned copies of at least one 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-2016-2017, FY-2017-2018 to 2018-2019 | | | |
| VIII. | 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 bid document. | | | |
| IX. | Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at Annexure-XV. | | | |
| X. | Signed and scanned copy of Integrity Pact on Non Judicial Stamp Paper worth of Rs. 100/-for participating duly signed and sealed copy required to be uploaded in the format given at Annexure-XII. | | | |
| XI. | Signed & Legible scanned copy of the Technical bid "Annexure-V" | | | |
| XII | 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 | | | |



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| S. NO. | NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED* | YES | NO | Remarks |
|--------|--|-----|----|---------|
| | participate against in this E-Bid Enquiry as per the schedule of Requirement. | | | |
| XIII | In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplier/principal and service to the Bidder by the Indian Agent giving details of services available in India. | | | |
| XIV | Signed and attested legible scanned copies of performance certificates regarding their supply, their Equipment Performance/Items, which they have been supplier to various reputed Government Hospitals/Institutions/PSU's/other reputed Hospitals/Institutions in India in last Three Years in Chronological Order from FY-2016-2017 FY-2017-2018 to FY-2018-2019 | | | |
| XV | Signed and Scanned copies of valid ISO (i.e. ISO 9001:2015) and DGCI/CE (EUROPEAN) USFDA/UL/BID/ISI/CDSCO (which so ever is applicable for Medical Devices/Equipment/Consumable) certifications from competent Licensing/Certification authority with clearly showing validity date in respect of quoted item/Items. | | | |
| | If the above all desired document's from (1) A, B, C D & E & (2) I, II, III, IV, V, VI, VII, VIII, IX, X&, XI, XII, XIII, XIV, XV legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Pre-Qualification Bid" Stage. | | | |

Name & Signature of Authorized Signatory

Seal of the participating Bidder Company with Date

*Note:(v) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----

Signature ----- signature -----

with name & date

with name & date

with name & date



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Financial Bid

ANNEXURE-VI (A)

(FOR QUOTING PRICES IN INR FOR EQUIPMENT/GOODS SUPPLIED THROUGH DOMESTIC/INDIGENOUS SOURCES)

Financial Price Bid Schedule for BIDDER quoting Prices for Domestic/ Indigenous Equipment/ Consumables/ Goods already imported Consumable/ Goods with in India and supplied against only in Indian Rupees (INR)

E-Tender ID AIIMS/BPL/HOSP/2019-20/105

E-Tender for Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal
(Upload duly Signed, Stamped and scanned copy of Financial Bid in the Financial Bid Slot on the Portal)

| 1 | 2 | 3 | 4 | 5 | | | | | | | 6 |
|--------------|------------------------------|--------------------|-----------------|--|---|----------------------------------|--------------------------------------|--|---|---|-------------|
| Bid Schedule | Name of the item (as per the | Country of Origin/ | Quantity (Nos.) | Price per unit (INR) | | | | | | | Total Price |
| | | | | Basic Unit Cost/ Ex - factory/ Ex - warehouse / Ex - showroom / Off - the shelf Unit Cost in INR | Taxes [GST (i.e. CGST/ IGST/ SGST) [%age & value in INR] | Custom Duty [%age & value in INR | Packing and Forwarding charges (INR) | Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading, 2 Years free of Cost Warranty inclusive of labour & Spare, . (INR) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (INR) | Unit Price (at Consignee Site Destination) basis (INR) inclusive of all | |
| | | | | (a) | (b) | (c) | (d) | (e) | (f) | g) =a+b+c+d+e+f | 4 x 5(g) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |



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1. Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi upto FOR, Destination 2 Years Onsite Warranty inclusive of all Spares & Labour, GST etc. and Free of Cost Consumables (if applicable) is required to be supplied by the Bidders 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. The receipt of Custom Duty, Custom Clearance etc. paid to the concerned Statutory Bodies will required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for 3rd to 5th year CMC after 2 Year free of cost warranty shall be quoted separately in the given Format at “Annexure-VII”
4. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto 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 Bid.
5. Will be decided on total cost of the each Equipment plus Consolidated 3 years CMC (3rd to 5th Year) after 2 Years Free of Cost Warranty Period cost basis.

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



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ANNEXURE-VI (B)

FINANCIAL “PRICE BID”(FOR QUOTING PRICES IN INR FOR GOODS SUPPLIED THROUGH IMPORTED SOURCES)

Annexure-VI(B) Financial Price Bid Schedule for BIDDER quoting Prices for Imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USDollar, Euro, GBP or Japanese Yen etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.

E-Tender ID AIIMS/BPL/HOSP/2019-20/105.

E-Tender for Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Paediatrics Surgery at AIIMS Bhopal

| 1 | 2 | 3 | 4 | 5 | | | | | | | 6 | |
|-----------------------|---|---|-----------------|---|--|--|---|--|--|--|---|-----------------------------|
| Bid Schedule Item No. | Name of the Item (as per the Bid Schedule of Requirement. | Country of Origin/ Make/ Model / HSN Code | Quantity (Nos.) | Price per unit | | | | | | | Total Price to Consignee Destination inclusive of all | |
| | | | | Basic FOB/CIF/CIP Price at Sea-port /Airport of Loading (In any freely convertible Foreign currency) | Carriage & Insurance (port of Loading to port of entry) and other incidental costs (In any freely convertible Foreign currency) | Custom Duty [% and Value] (INR)* | Custom Clearance Charges (if any) [% and Value] (INR)* | Indian Agency Commission (if any) [% and Value] (INR)* | Price from CIF/CIP Named Port to Destination + Extended Insurance (local transportation and storage & applicable GST (if any charged by Govt. of India beyond the Custom Duty) (INR)* | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training, 2 Yrs Free of Cost Warranty inclusive of Labour & Spare. (INR) | | Unit Price inclusive of all |
| | | | | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h)= a+b+c+d+e+f+g | 4 x 5 (h) |
| 1 | | | | | | | | | | | | |



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E-Tender No. AIIMS/BPL/HOSP/2019-20/105

*To be paid only in Indian Currency (INR) by AIIMS Bhopal

Note: -

1. Quoted Rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi upto FOR, 2 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) is required to be supplied by the Bidders 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 required to be produced by the Supplier Agency during claiming their payment for cross verification purpose.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for 3rd -5th year CMC after 2 Year free of cost warranty shall be quoted separately in the given Format at "Annexure-VII"
4. The Bidders will be fully responsible for the safe arrival of the Equipment/Goods at the named port of entry to consignee site in good condition as per terms of CIP as per INCOTERMS, if applicable.
5. upto 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 Bid.
6. L1 will be decided on total cost of the each Equipment plus Consolidated 3 years CMC (3rd -5th Year) after 2 Years Free of Cost Warranty Period cost basis.

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

Name of the Firm

Date.....

Place.....



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ANNEXURE – VII

RATES FOR CMC
(Applicable only for Equipment)

E-Tender ID AIIMS/BPL/HOSP/2019-20/105.

E-Tender for Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal

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-Bidding Solution)

| <i>Bid Item No.</i> | <i>Name of the Equipment</i> | <i>Rates of CMC (in INR)</i> <i>(for equipment only)</i> | | | <i>UNIT</i> | <i>BASIC PRICE</i> <i>PER PIECE</i> <i>OR PER UNIT</i> <i>(inRs.)</i> |
|---------------------|------------------------------|---|-----------------------|-----------------------|-------------|--|
| | | <i>3rd</i> | <i>4th</i> | <i>5th</i> | | |
| 1 | | | | | | |
| | Total | | | | | |

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

Name of the Firm

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



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ANNEXURE – VIII

RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES (If Any)
(Applicable only for Equipment)

E-Tender ID AIIMS/BPL/HOSP/2019-20/105

E-Tender for Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for Department of Pediatrics Surgery at AIIMS Bhopal

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

| <i>Bid Item No</i> | <i>Name of the item (as per the Bid Schedule of Requirement)</i> | <i>NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES</i> | <i>UNIT</i> | <i>BASIC PRICE PER PIECE OR PER UNIT (inRs.)</i> | <i>GST (in %)</i> | <i>GST (inRs.)</i> | <i>Total Unit Price (inRs.)</i> |
|--------------------|---|--|-------------|--|--------------------|--------------------|---------------------------------|
| 1 | | | | | | | |

1. The rates should be inclusive of everything viz. freight chargers, packing charges and Octroi, applicable Taxes (GST), Other Expenses up to FOR destination.

2. The Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis.

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

Name of the Firm

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



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E-Tender No. AIIMS/BPL/HOSP/2019-20/105

ANNEXURE-IX

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the Purchaser's E-Bid Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
- (2) If the Bidder having been notified of the acceptance of his bid by the Purchaser during the period of its validity (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 bid 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 bid validity for 270 Days(i.e. for Nine 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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ANNEXURE-X

PERFORMANCE 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 _____ dated _____ to supply (Stores) (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 Twenty Seven (27) months or more from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.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



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ANNEXURE-XI

ANNUAL RATE CONTRACT/ AGREEMENT FORMAT

E-Tender ID AIIMS/BPL/HOSP/2019-20/105

**Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for
Department of Pediatrics Surgery at AIIMS Bhopal**

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

This agreement is made at Bhopal on the _____ day of Two Thousand Nineteen between Director, AIIMS Bhopal, 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 First Part.

AND

M/s _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the 'Client' is desirous to engage the 'Agency' for Supply of approved _____ in response to Purchaser's E-Bid EnquiryID 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:

| Bid Item No. | Name and Brief description of Items | Unit | Approved Unit Price with GST & all Expenditure up to F.O.R. | Terms of delivery (FOR) |
|--------------|-------------------------------------|------|---|-------------------------|
|--------------|-------------------------------------|------|---|-------------------------|



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| Bid Item No. | Name and Brief description of Items | Unit | Approved Unit Price with GST & all Expenditure up to F.O.R. | Terms of delivery (FOR) |
|--------------|-------------------------------------|------|---|-------------------------|
| 1 | | Each | | |

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

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

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, 2 Years on-site Warranty including of all Spares & Labour, Free of Cost Consumables, 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 Bid on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

(ii) CMC Price for 3 Year Period:-

| Bid Item No. | Name of the Equipment | Rates of CMC after completion of 2 Years Free of Cost Warranty Period (in INR) (for equipment only) | | | TAXES IF ANY (In INR) | Total 3 Yrs CMC Charges (in INR) |
|--------------|-----------------------|--|-----------------|-----------------|-----------------------|----------------------------------|
| | | 3 rd | 4 th | 5 th | | |
| 1 | | | | | | |
| Total | | | | | | |

(iii) Approved Consumable/Spare Parts/Optional Accessories Prices:-

| Bid Item No. | Name of the item (as per the Bid Schedule of Requirement) | NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES | UNIT | BASIC UNIT PRICE (In INR.) | GST (IN %) & (In INR) | PRICE (In INR) PER PIECE OR PER UNIT Inclusive of all Taxes &Expenditure |
|--------------|---|---|------|----------------------------|------------------------|--|
| 1 | | | | | | |



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1. 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 One year subject to extendable for the further period of One Year on mutual agreement basis after completion of initial One year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
2. 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 upto 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.
3. 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-Bid Enquiry) 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 First Party.
4. 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 First Party.
5. 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.
6. 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 Contract period.
7. 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



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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), 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 the Government.

(24 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 Clause GCC 16 shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.

8. 3 Years CMC (i.e. 3rd -5th year) after completion of 2 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 2 Years On-site Warranty, preferably in last Quarter of 2nd 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 3 Years (from 3rd Year's onward) as per the General Terms & Condition,.
9. 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 Clause GCC 16.
10. 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



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AIIMS Bhopal Hospital premises at designated place as per Clause SCC 5.

11. Payments:-

12.1. Final Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

I. Payment for Domestic Goods Or Foreign Origin Located Within India:-

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

(a) On delivery (Preferably within 1 month time of "Consignee Receipt certificate (CRC)" and subject to submission of following documents):

100% payment of the contract price shall be paid on receipt of goods in good condition and up on the submission of the following documents subject to recovery of LD, if any:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
- (ii) Two copies of packing list identifying contents of each package
- (iii) Inspection certificate, if any
- (iv) Insurance Certificate, if any
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate in original issued by the authorized User Department representatives/concerned Stores Representative of the consignee.
- (vii) Text report wherever required

V. Payment for Imported Goods(In case of Import of the equipment/instrument/goods)

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

a) On Shipment:

Seventy percent (70%) of the net CIP price (CIP price less Indian Agency commission)of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;



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- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the dispatched equipment issued by recognized/reputed agency like SGS, Lloyd ,BEAURUVARITU Sand TUV or Equivalent prior to dispatch.
- (ix) Consignee Receipt Certificate in original issued by the authorized representative of user Department/Concerned Stores Department of the consignee.

- b) On Acceptance: Preferably within 3 month time of "Final Acceptance Certificate (FAC)" and subject to submission of following documents:-**

Balance payment of Thirty percent(30%)of net Destination price of Equipment/goods would be made against 'Final Acceptance Certificate' to be issued by the consignees designated Official through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and Four to Six week so successful trail run of the equipment.

- c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof off in al installation, commission and acceptance of equipment by the consignee. All should be inclusive in the quoted price of the Bidder, in later stage, AIIMS Bhopal will not pay extra amount on account of any such costs/items to any Bidder.**

- d) Payment of Indian Agency Commission:**

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. This is payable against submission of a certificate from the principal supplier that they have realized full and final settlement against their supply.

- VI. Payment of Site Modification Work, if any:**

Site Modification Work payment will be made to the bidder/manufacturer's agent to its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/exchange variation. This will be paid on proof off in all installation, commissioning and acceptance of equipment by the consignee within the price quoted in the price Schedule and approved by AIIMS Bhopal means AIIMS Bhopal will not pay any extra amount for any work beyond the approved prices to any bidder.

- VII. Payment for Annual Comprehensive Maintenance Contract Charges:**



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The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on the last Quarter of the 3rd Year onwards on year to year basis after satisfactory completion of said 2 Year free of Cost Warranty period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the cost of the 3 Years CMC Value as per contract in the prescribed format given at Annexure-X.

- 12.2 The supplier shall not claim any interest on payments under the contract.
- 12.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 12.4 Irrevocable & non-transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/ or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 12.5 The payment shall be made in the currency/ currencies authorized in the contract.
- 12.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 12.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 12.8 While claiming reimbursement of duties, taxes etc.(like custom duty and/ or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forth with.
- 12.9 In case where the supplier is not in a position to submit its bill for the balance payment for want to precepted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- 12.10 The supplier will make Equipment/good for any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
- 12.11 Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
- 12.12 The contract price where it is subject to variation has been finalized.
- 12.13 The supplier furnishes the following undertakings:
"I/We Certify that, I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the Equipment/goods supplied .I/We__agree to make Equipment/goods for replacement/repair any defect or deficiency that the consignee may report within Six months from the date of receipt of this balance payment.

- 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 be appointed by the Director, AIIMS Bhopal for Arbitration for settlement of



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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 favour of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee/Fixed Demand Receipt" from any Nationalized/Commercial Bank refundable after expiry of the bids/or after the completion of 5 years warranty period + 3 months (valid for i.e. 27 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. AIIMS Bhopal).
- 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.



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| | |
|--|--|
| <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 By the</p> <p>Said</p> <p>-----Name on behalf of the 'Agency' 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 "Director, AIIMS Bhopal"</p> <p>Signature of the authorized Officer</p> <p>Name of the Officer</p> <p>By the said</p> <p>_____Name</p> <p>on behalf of the "Director, AIIMS Bhopal" in presence of</p> <p>of</p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p> |
|--|--|

THIS AGREEMENT will take effect from _____ Day of _____ Two Thousand Nineteen and shall be valid for One 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:



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Annexure- XII

PRE-CONTRACT INTEGRITY PACT

E-Tender ID AIIMS/BPL/HOSP/2019-20/105

**Rate contract for Supply, Installation, Commissioning and testing of Medical Operative Loupe for
Department of Pediatrics Surgery at AIIMS Bhopal**

(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-Biding Portal)

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



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This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, 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 Equipment/Consumables/Goods 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 *Pradhan Mantri Swasthya Suraksha Yojna* (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 Bidder 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



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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 misconduct 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 conducted 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.



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- 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 bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.



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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 One 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 bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid 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-Bid Document) as Earnest Money Deposit with the BUYER through the instruments as specified in the Bid Document.

5.2 The Earnest Money Deposit shall be valid up to a period, as will be specified in Bid 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.



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- (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 encash 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



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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 upto one 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 intensions.

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



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| | |
|---|---|
| <p>For and on behalf of the 'Bidder'</p> <p>Signature of the authorized</p> <p>Official Name of the Official</p> <p>Stamp / Seal of the 'Bidder'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>-----</p> <p>Name</p> <p>on behalf of the 'Bidder' in presence of</p> <p>Witness</p> <p>1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness</p> <p style="text-align: right;">2:</p> <p>_____</p> <p>Name : _____</p> <p>Address: _____</p> | <p>For and on behalf of the 'Buyer'</p> <p>For and on behalf of the "Director, AIIMS Bhopal"</p> |
|---|---|



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Annexure-XIII

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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. | Name | Details |
|--------|--|---------|
| | Vendor Name | |
| | Father/Husband/Owner Name | |
| | Date of Birth | |
| | PAN Number (A copy of PAN Card in the Name of Company must enclose) | |
| | Aadhaar Number | |
| | TAN Number | |
| | GST/TIN Number (A copy of GST/TIN registration no. must enclose) | |
| | Service Tax No. | |
| | Address 1 | |
| | Address 2 | |
| | Address 3 | |
| | City | |
| | Country | |
| | State | |
| | District | |
| | Pin Code | |
| | Mobile No. | |
| | Phone No. | |
| | Email ID | |
| | Bank Name | |
| | IFSC Code | |
| | 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



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SECTION-(XIV)

GST Registration Details of AIIMS Bhopal



Government of India And

Government of Madhya Pradesh

Form GST REG-25

Certificate of Provisional Registration

| | | |
|--|---|--|
| | GSTIN | 23AACAA6087 A1Z9 |
| | PAN | AACAA6087 A |
| | Legal Name | ALL INDIA INSTITUTE OF MEDICALSCIENCES |
| | Trade Name | ALL INDIA INSTITUTE OF MEDICALSCIENCES |
| | Registration Details under Existing Law | |
| | Act | Registration Number |
| | Service Tax Registration Number | AACAA6087 ASD |
| | Date | |



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ANNEXURE–XV

Power Of Attorney

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

Dear Sirs,

Ref. Your E-Bid document No _____, dated _____
We, _____ are
hereby authorize _____ (name and address of the
person) to sign and submit the bid,

We further confirm that no other person or individual other than
_____ (name and address is
authorized to submit a bid, We also hereby confirm that we shall be responsible for the action
taken by the authorized person.

Yours faithfully,

[Signature with date, name and designation]for and on behalf of

Messrs _____

[Name& address of the manufacturers]

Note:-

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.

Original letter’s scanned copy may be uploaded and handed over as and when directed.



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ANNEXURE-XVI

BLANK PRICE SCHEDULE FOR NAME OF ITEMS, MAKE, MODEL, QUOTED IN THE PRICE BID

Upload duly Signed, Stamped and scanned copy

| S.NO | S.NO OF BID DOCUMENT | NAME OF THE ITEM | MAKE | MODEL | QUOTED | NOT QUOTED |
|------|----------------------|------------------|------|-------|--------|------------|
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