

# E-Tender

E-Tender for Rate Contract for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff for Department of Burn and Plastic Surgery at AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020 (MP).

E-Tender No. AIIMS/BPL/HOSP/2020-21/131



अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL**

साकेत नगर भोपाल (मध्यप्रदेश) - 462020

Saket Nagar, Bhopal-462020 (India) Ph.0755-2835055

Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in)

**E-tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>**



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**E-Tender Notice**

E-Tender No. AIIMS/BPL/HOSP/2020-21/131

**Public Tender**

The Director, AIIMS Bhopal invites E-tenders in Two Bid System (i.e. Technical and Financial Bid) from reputed, experienced original Manufacturer/authorized distributors of the following equipment's through on line e-procurement portal i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>

Table 1:-

S.No.	Item Description	Req. Qty.	Tentative Cost	EMD
1	Automatic Electronic Tourniquet Dual Cuff	2 No.	Rs. 884800/-	Rs.18000/-

**Tenderer needs to deposit the EMD Amount in the Form of FDR/Bank Guarantee/DD in favour of "Director, AIIMS Bhopal", Payable at Bhopal.**

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](http://www.aiimsbhopal.edu.in), [www.eprocure.gov.in](http://www.eprocure.gov.in)

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

Bid Submission end date : 05. 11.2020 at 17.00 Hrs.

Technical Bid opening date : 06. 11.2020 at 15.00 Hrs. in SPSO Office, 3<sup>rd</sup> Floor, Hospital Building, AIIMS Bhopal - 462020

**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.

Senior Procurement cum Stores Officer  
For & on behalf of AIIMS Bhopal



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

**साकेत नगर भोपाल (मध्यप्रदेश) - 462020**

**Saket Nagar, Bhopal-462020 (India)**

Website : [www.aiimsbhopal.edu.in](http://www.aiimsbhopal.edu.in) Email: [spso@aiimsbhopal.edu.in](mailto:spso@aiimsbhopal.edu.in)

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

**Manual bids will not be accepted under any circumstances**

**Critical Dates**

Schedule	Date (DD/MM/YYYY)	Time (Hrs. Mins)
1 Tender Publishing date	15-10-2020	10.00
2 Document download start date	15-10-2020	10.00
3 Document download end date	05-11-2020	17.00
4 Pre-Bid Meeting	22-10-2020	15.00 in SPSO Office, 3 <sup>rd</sup> Floor, Hospital Building, AIIMS Bhopal - 462 020
5 Seeking Clarification end date	26-10-2020	17.00
6 Bid Submission start date	27-10-2020	10.00
7 Bid Submission end date	05-11-2020	17.00
8 Technical Bid opening date	06-11-2020	15.00 in SPSO Office, 3 <sup>rd</sup> Floor, Hospital Building, AIIMS Bhopal - 462 020

**EMD**

Bidders shall submit EMD either by FDR drawn in favor of Director AIIMS Bhopal, as mentioned in table 1, for a sum of Rs.18000/- (Rupees Eighteen Thousand only) payable at AIIMS Bhopal OR In the form of a bank guarantee as mentioned in table 1, valid for 9 months. The scanned copy of FDR/BG is to be uploaded in the Tender wizard 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 or Late 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/Undertakings 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.

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**Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail addresses i.e. [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in). The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

**Amendments in Bidding Documents**

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

For any query related with this E-tender should be mailed to <https://www.tenderwizard.com/AIIMSBHOPAL> For E – tendering Queries contact Representative of **ITI Limited (Bhopal)**. Email: [twhelpdesk674@gmail.com](mailto:twhelpdesk674@gmail.com), Mob: 09981783170, AIIMS- Bhopal Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in) , 0755 –2835055

## Chapter-I

### E-TENDERING INSTRUCTIONS TO BIDDERS

The bidders are required to submit soft copies of their bids electronically on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, using valid Digital Signature Certificates. The Instruction given below are meant to assist the bidders in registering on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal, prepare their bids in accordance with the requirements and submitting their bids online on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal.

More Information useful for submitting online bids on the [tenderwizard.com/AIIMSBHOPAL](http://tenderwizard.com/AIIMSBHOPAL) Portal may be obtained at: [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL)

#### **Instructions:**

- 1. Tender Bidding Methodology:** Two Stage Online Bidding.
  - a) Technical BID
  - b) Financial BID
- 2. Validity of Tender:** The validity of the Bid tender Document shall be for **180 days (Six Months)** and after the acceptance and issue of Notification of award/conclusion of Rate Contract in the Format given at **Annexure-XII**, the rates shall be valid for initial One year extendable further One Years on mutual agreement based on satisfactory performance basis after completion of initial One year period.
- 3. Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER 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 Government of India”** shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.
- 4.** It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the “Make in India” Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.
- 5. Broad outline of activities from prospective Bidders:**
  1. Procure a Class III Digital Signature Certificate (DSC).
  2. Register on the e-Procurement portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL).
  3. Create Users on the above portal.
  4. View Notice Inviting Tender (NIT) on the above portal.
  5. Download Official Copy of Tender Documents from the above portal.

6. May Seek Clarification with reference to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS BHOPAL.
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal – Opening of Technical Part.
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS BHOPAL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal – Opening of Financial Part. (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

#### **6. Digital Certificates:**

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **a) Registration:**

To use the Electronic Tender portal [www.tenderwizard.com/AIIMSBHOPAL](http://www.tenderwizard.com/AIIMSBHOPAL), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

7. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
8. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
9. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
10. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

#### **11. Bid submission**

The entire bid-submission would be online on the Tender wizard portal i.e.

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

**Broad outline of submissions are as follows:**

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD
- (iii) Submission of signed copy of Tender Documents/Addendums



12. TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

13. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure-V** is to be uploaded.

**14. Offline Submissions:**

The bidder is requested to submit the following documents offline to **The Sr. Procurement cum Stores Officer, AIIMS Bhopal (MP) – 462020** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

*(i) EMD-Bid Security in Original, in shape of DD/BG only in favour of Director, AIIMS Bhopal, valid for a period 270 days.*

*(ii) Undertaking for compliance of all T&C of the tender ( as per Annexure-I)*

*(iii) Criminal Liability*

**15. Public Online Tender Opening Event (TOE)**

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

16. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

17. **Important Note:** In case of internet related problem at a bidder's end, especially during 'critical events' such as –a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS, BHOPAL by the bidders in time, then AIIMS, BHOPAL will promptly reschedule the affected event(s).

**18. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for users intending to register / first-time users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

**19. Important Note:** It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

**20. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.)

**21.** Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhopal, if required, before participation in the online tendering.

**22.** Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

**23.** The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

**24.** In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

**25.** The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

**26.** The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

**27.** The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

***For any further assistance, please contact\_Representative of ITI Limited (Bhopal) at email: [twhelpdesk674@gmail.com](mailto:twhelpdesk674@gmail.com), Mob: 09981783170, AIIMS Bhopal Email: [sps@aiimsbhopal.edu.in](mailto:sps@aiimsbhopal.edu.in), 0755-2835055***



## Chapter-II

### GENERAL TERMS AND CONDITIONS

1. Tenders should be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. It should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at **"Annexure-X"**. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD. The offered rates shall be valid for initial period for **One year extendable** further One year on mutual agreement basis after completion of initial One year period.
2. The model of the equipment offered should not be obsolete /out of production for **next 5 years**.
3. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
4. **Country of Origin**
  - I. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
  - II. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
  - III. **The country of origin may be specified** in the Price Schedule
5. **Terms of Delivery:** Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement and Supply & Delivery Clause in General Terms and Conditions Section. Please note that the time shall be the essence of the contract.
6. It may be noted that this e-tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and other all relevant orders issued by the Government of India from time-to-time.
7. **(a)** The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of location(s) at which the local value addition is made.  
**(b)** In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- (c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

**9. Transportation of Goods:-**

**a) Instructions for transportation of imported goods offered from abroad:**

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods to the Consignee Site destination through under CIP (Named port of destination) to AIIMS Bhopal, Saket Nagar, Bhopal) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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

- b) Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure up to Consignee Site (i.e. AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP)).

**10. Insurance:-** If AIIMS Bhopal will release any Advance payment against Dispatch Documents is to be made or LC is to be opened in the name of any Manufacturer/Distributor Agency, the Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to AIIMS Bhopal, Saket Nagar, Bhopal, it means that the Supplier Agency is liable for providing insurance cover for "All Risks" including war risks and strike clauses i.e. Force Majeure. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity ( i.e. AIIMS Bhopal) on CIF/CIP basis, the Supplier Agency shall arrange and pay for marine/air insurance, making the purchaser the beneficiary.

**11. Spare Parts:** The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future after guarantee/warranty period must be uploaded in the Format given at "Annexure-VII" failing which quotation will not be considered.

**12. Tender currencies**

- (i) The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR) in the Financial Bid Format given at "Annexure-V(A)" in excel sheet on the e-Tendering Portal. A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.
- (ii) 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, 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.

- (iii) Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

### 13. Tender Prices

- (i) The Tenderer shall indicate on the Financial Bid Price Schedule provided at **"Annexure-V (A)"** for Indigenous supplies in INR and on the Financial Bid price Schedule provided at **"Annexure-V(B)"** for **Imported supplies** in any freely convertible currency for all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Financial Bid Price schedule in given excel sheet format should be filled up as required.
- (ii) If there is more than one schedule in the Schedule of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- (iii) The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Financial Bid Price Schedules format given at **"Annexure-V (A)"** and **"Annexure-V (B)"**, which so ever shall be applicable.
- (iv) While filling up the columns of the Financial Bid Price Schedule, the following aspects should be noted for compliance:-
- 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:-

The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, 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 quoted ex-showroom etc:

    - a) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
    - b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination will bear by Tenderer;
    - c) The price of Incidental Services, as mentioned in Schedule of Requirement and Price Schedule;
    - d) The prices of Site Modification Work (if any), as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
    - e) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
  - 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 Schedule of Requirement and Price Schedule;
    - b) Price of goods quoted CIP (name port of destination) in India as indicated in the Schedule of Requirement and Price Schedule;

- c) The charges for Insurance (local transportation and storage), custom clearances, forwarding and handling would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirement and Price Schedule;
  - d) The charges for Incidental Services, as in the Schedule of Requirement and Price Schedule;
  - e) The prices of Site Modification Work ( if any), as mentioned in Schedule of Requirement, Technical Specification and Price Schedule; and
  - f) The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule.
- (v) Additional information and instruction on Duties and Taxes:**
- a) **Octroi Duty and Local Duties & Taxes:** Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
  - b) **Customs Duty:** The Purchaser will pay the Customs duty wherever applicable, however if the Custom Duty Exemption Certificate (CDEC) provided and the supplier get the exemption from Custom Duty Department on account of it, the supplier will liable for pass on all the cost reduction benefit of Custom Duty cost (if any) to AIIMS Bhopal.
  - c) **Goods and Services Tax (GST) as per GST Act 2017:** If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. 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.
  - d) For transportation of imported goods offered from abroad, relevant instructions as incorporated under General Terms and Conditions **Clause 9** shall be followed.
  - e) For Insurance of goods to be supplied, relevant instruction as provided under General Terms and Condition **Clause 10** shall followed.
  - e) Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
  - f) The need for indication of all such price components by the tenderers, as required in this clause (viz., General Terms and Condition **Clause 13**) is for the purpose of comparison of the tenders by the

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

#### **14. Indian Agent**

**14.1** If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described above, 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 (i.e. DGS&D).
- b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- c) The details of the services to be rendered by the agent for the subject requirement.
- d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- e) 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 required to be enclosed.
- f) Principal's/Manufacturer's Original Performa Invoice with the price bid must require to be provided.

**15. Firm Price:-** Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote Schedule of Requirement wise unit price and total price with applicable Taxes and Expenditures. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

#### **16. Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.)**

- i. Tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least **5 years** after the guarantee/warranty period.
- ii. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of **next 5 years** and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- iii. Guarantee/warranty to the effect that before going out of production of spares parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.

**IV.** The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.

- v. **The supplier warrants comprehensively for 60 months Onsite Warranty including Spare Parts & Labour etc.** that the Equipment/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
- o No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
  - o Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories and Turnkey work.
  - o Replacement and repair will be under taken for the defective Equipment/Stores.
  - o Proper marking has to be made for all spares for identification like printing of installation and repair dates.
  - o The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime).
  - o If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime.
  - o The firm will be required to pay a penalty of Rs. 500/-(Five Hundred) per day for per unit in case the number of days of down time in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm.
- vi. Upon receipt of such notice, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts / Equipment / Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- vii. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/Warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-
- a. Tenderer should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
  - b. It is specifically required that the tenderer will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- viii. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

- IX. During Warranty period, the supplier is required to visit at consignee's site at least **once in 3 months** commencing from the date of the installation for preventive maintenance of the Equipment/Stores.
- X. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

**17. CMC for 5 Years period after completion of 5 Years onsite free of Cost Warranty: -**

The bidder will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for **5 Years** including spares and labour from the date of installation, commissioning and acceptance of the facility. The bidder would submit a performance bank guarantee for 10% of the cost of the Purchase Order for the period of warranty plus **3 months** indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at **"Annexure-XII"**. This has to be submitted after satisfactory installation along with the bills. The firm shall also quote for CMC charges which is applicable for the next **5 years** after expiry of the comprehensive warranty period of **5 years** in the **"Annexure-VI"** for each Equipment/item (on which the Warranty/Guarantee applicable)

18. The bidder should quote rates of optional accessories / consumables / spares as per **"Annexure VII"** and the rates should be valid till the validity of the contract.
19. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in **"Annexure-IV"**.
20. Additional features (in case of equipment), if any, should be listed separately in the offer.
21. The bidder should submit an undertaking for acceptance of Terms & Conditions **"Annexure-I"** to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for **05 years** after expiry of the Warranty period.
22. The firms should confirm that the equipment is brand New, is of latest technology and have facility for up gradation, if necessary.
- 23. Points needed to be kept in mind by Tenderer while preparing Bid and Quoting prices in this E-Tender Enquiry:-**
- a. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
- II. Bidder will quote firm rates inclusive of all Taxes& expenditure upto F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/ incentives will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per equipment/item and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.
- III. No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
- IV. **Applicability of Anti-Profiteering Rule under GST Act 2017:-** No item should be quoted with price more than the **M.R.P.** by any Supplier Agency to AIIMS Bhopal. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency



Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

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

24. **The Director, AIIMS Bhopal** has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

25. **DELIVERY OF THE SUPPLIES/STORES& PENALTY/LD ON DELAY SUPPLY: -**

I. Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Freight/Taxes/Expenditures, which are to be paid inclusively by the suppliers.

II. The firm will be bound to supply Delivery time for the items of Indian make within 8 weeks (i.e. 60 Days) and imported items in 13 weeks (i.e. 90 Days). Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 0.50% of the value of order per week or part thereof for delayed supply subject to a maximum of 10% of the total value of the order on the remaining part of supply (on Ordered Items Value part not on Tax part). Maximum delay of 20 weeks i.e. 140 Days for Indian make and for Foreign make is admissible subject to deduction of LD on the Total Items Order value (i.e. LD not applicable on tax part) as per above mentioned rate beyond the time given in the Supply/Purchase Order of AIIMS Bhopal. No supplies will be entertained after expiry of 20 weeks in case of Indian make items and in case of Foreign make imported items from the date of issue of supply order on e-mail as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the EMD/Performance Security and action as deemed fit shall be initiated against the firm.

IV. Part supplies will preferably not accepted/allowed at AIIMS Bhopal. However, if the vendors will supplied Items on urgent basis on part supply basis for meeting urgent nature requirement immediately in the interest of AIIMS Bhopal or due to the shortage of any of ordered items in market/due to any other production issue at Manufacturing Unit, which affects the suppliers and on account of the same the supplier Agency will not be able to supply the whole ordered items on

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff the Stipulated supply period, the LD on applicable rates will be imposed on the only remaining balance part of supplies (LD applicable only on Items total Order Value part not on the Tax part) and will be deducted from the Supplier Agency Payment Claim against the supply in lieu of delayed supply beyond the stipulated supply period as mentioned on the PO issued by the AIIMS Bhopal as per the LD Rates mentioned above in the **Clause 25 (iii)** above and shall be deducted from the Pending Bills /Performance Security Deposit of the Agency by AIIMS Bhopal.

**26. INSPECTION OF SUPPLIES:-**

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place. Any cost incurred for carryout the inspection/testing etc., shall be borne by Supplier Agency.

**27. INCIDENTAL SERVICES:-**

The supplier shall be required to perform the following services at Consignee Site:

- a) Installation & commissioning, Supervision and Demonstration of the Equipment/Goods
- b) Providing required jigs and tools for assembly, minor Civil/Electrical/ Plumbing / any other needed engineering works etc required for the completion of the installation.
- c) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the Equipment/Goods
- d) Supplying required number of operation & maintenance manual for the goods

**28. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS**

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this Purpose are as follows.:-

**A) For Domestic Equipment/Goods, including Equipment/goods already imported by the supplier under its own arrangement :-** Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and also supply the following documents to them by registered post / speed post / courier (or as instructed in the contract):

- (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) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

**B) For Equipment/goods imported from abroad**

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

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff

- (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 prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV or Equivalent prior to dispatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival to the Consignee site.

**29. Taxes, Duties, Incidental Services and Warranties:-** Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

**30. Terms and mode of payment :-**

**30.1.** 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):** Seventy percent (70%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:–

1. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
2. Two copies of packing list identifying contents of each package
3. Inspection certificate, if any
4. Insurance Certificate, if any
5. Certificate of origin for imported goods
6. Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee

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

Balance Thirty percent (30%) payment would be made against ' Final Acceptance certificate (FAC)' of Equipment /Goods to be issued by the User Department of the Consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated Official of the consignee after installation, commissioning, testing and Four to Six weeks of successful trail run of the equipment in the User Department.

**II. Payment for Imported Goods:**

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

a) **On Shipment:**

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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 here under:

- (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, BEAURU VARITUS 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, 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

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff 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 6<sup>th</sup> Year onwards on year to year basis after satisfactory completion of said 5 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 5 Years CMC Value as per contract in the prescribed format given at "Annexure-VI".

- 30.2.** The supplier shall not claim any interest on payments under the contract.
- 30.3.** 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.
- 30.4.** 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.
- 30.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 30.6.** 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.
- 30.7.** 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.
- 30.8.** 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 forthwith.
- 30.9.** 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:–
- 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.
  - Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
  - The contract price where it is subject to variation has been finalized.
  - 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 goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

**OTHERS:-**

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

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

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

**31. PACKING & MARKING OF SUPPLIES:-**

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

**32. BAR-CODING OF STORES: -**

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

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

**33. FORCE MAJEURE:-**

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

**34. DISPUTES AND ARBITRATION: -**

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

### **35. 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.

### **36. PERFORMANCE SECURITY DEPOSIT:-**

The successful Bidder will liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee in the format given at "Annexure-XII"/Fixed Demand Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. **63 months**) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC after expiry of warranty period, the 10% CMC Security Deposit of CMC Value of Equipment shall require to be deposit by the Bidder to AIIMS Bhopal in the format given at "Annexure-XII".

### **37. Recovery of Excess Payment made to Supplier Agency:-**

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

### **38. Underpayment to be made to Supplier Agency:-**

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

### **39. Responsibility of Supplier Agency for providing copies of relevant records:-**

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

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

### **40. Exclusive right: The Director, AIIMS Bhopal, India.**

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

**Senior Procurement cum Store Officer  
For & on behalf of AIIMS Bhopal**



**Chapter-III**

**Eligibility Criteria for bidders**

1. Original Equipment Manufacturer or their Authorized dealers are eligible to participate in the tender.
2. Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
  - i. their principal manufacturer meets all the criteria above without exemption, and
  - ii. the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and
  - iii. the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 31<sup>st</sup> Mar 2019.
3. Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
4. Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
5. Signed and scanned copy of PAN Card in the name of firm/company.
6. Signed and scanned copy of certification from CA as a proof for filling Income Tax Return of the firm/company for the last three financial years (i.e. Financial Years-2016-17, 2017-18 and 2018-19).
7. Signed scanned copies of certification from CA as a proof for turnover for last three Financial Years (i.e. for FY 2016-17, 2017-18 and 2018-19). The Turnover of the Bidder Company for participating in this E-Tender Enquiry must be more than **Rs.10 Lakh (Rupees Ten Lakh Only)** For this purpose a scanned copy of Letter duly certified by the Chartered Accountant/Company Secretary for clearly mentioning the above three FY's Turnover Figures must upload for necessary references by the Bidder.
8. List of Name of the Organizations and their contact details where the similar nature Items previously supplied by him as asked in Schedule of Requirement against this E-Tender Enquiry by any interested bidder for Bidding items to any Government Hospital/Institute/PSU's/Other reputed Institutions in India in Last Three Financial Years (i.e. 2016-2017, 2017-2018 and 2018-2019 ) must require to be uploaded. If any Bidder will not upload the requested List of above requested information in respect of Items asked in this E-Tender Enquiry of the requested FYs, their bid is liable for rejection.
9. The bidder (*manufacturer or principal of authorised representative*) should have regularly for at least the last *three* years, ending 31<sup>st</sup> March 2019 manufactured/supplied the equipment mentioned in Schedule of Requirement.
10. The bidder' should have manufactured/supplied at least Five of equipment mentioned in the schedule of Requirement in at least one of the last three years ending on 31<sup>st</sup> March 2019 and out of which at least three numbers of offered version/model of the quoted equipment should be in successful operation for at least two years on the date of bid opening.
11. Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which has been supplied to various reputed

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff  
Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last  
Three Financial Years in Chronological Order from FY-2016-2017 to FY-2018-2019 for pre-  
qualification bid evaluation purpose.

12. Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
13. Signed and scanned copy of duly filled PFMS Form of AIIMS Bhopal in the format given at **Annexure-XV**.
14. Signed and Scanned copy of **Check list** of Technical Bid documents as per "**Annexure-III**" must be uploaded.

## **Chapter-IV**

### **Schedule of Requirement**

#### **The Scope of work Includes:**

Providing Equipment/ Stores to the **Department of Burn and plastic Surgery** based on Technical Specification and international standard specifications with keeping in mind the following essential requirement to participation in this Tender document:-

1. We are looking for reputed well known Manufacturer's/Authorized Distributors/ Authorized Dealers/ Authorized Supplier companies, who will supply the high quality Equipment/ Instruments as per the Technical Specification and Standard mentioned in Schedule of requirement at AIIMS Bhopal.
2. Description of Equipment, accessories along with reagents required for user department given in requirement schedule may be purchased immediately and Tenderer should arrange the visit of faculty/officers (Technical Specification Committee) to their warehouse/ facility for display/ testing of the equipment.
3. Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote due to as per our requirement the supply Delivery time is 8 weeks (i.e. 60 Days) (in case of Indian Make) and 13 Weeks (i.e. 90 Days) (in case of Imported Item) only after the issue of NOA/Purchase Order.
4. The quantity intimated with this tender is only the initial estimation and it may vary in future as per the actual requirement of the institute either side (i.e. increase/decrease) and successful L-1 Agency is liable to supply the required number of equipment on their accepted and approved rates to AIIMS Bhopal during concurrency of Annual Rate Contract. AIIMS Bhopal, will not pay any extra amount to any Bidder Company beyond the accepted price.
5. The required in-situ works like minor Electrical/Plumbing/Civil/any other Engineering Works, any accessories, consumables for three month period, if any required for Equipment/Instrument installation for making it operational at client site, will carried out and borne by the Successful L-1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Bhopal to any Agency, means the supplier agency deal the Equipment/instrument supply & Installation work on "turnkey" basis.
6. Bidders will be required to arrange a demonstration of the quoted equipment, if desire by the technical specification committee. Cost of organizing such demonstration shall be borne by the bidder.

**TECHNICAL SPECIFICATIONS**

S. No.	Equipment Name	Technical Specification/ Description of the requested Equipment	Qty. (in No.)
1	<b>Automatic Electronic Tourniquet Dual Cuff</b>	<p><b><u>Specification:-</u></b></p> <p>Automatic Electronic Tourniquet Dual Cuff</p> <p>The Dual Channel Electronic Tourniquet System should have:</p> <ul style="list-style-type: none"> <li>• Ability to operate two single bladder cuffs or one dual bladder cuff during a procedure</li> <li>• Large Display- Easy to see pressure and time on tourniquet.</li> <li>• Displays and stores reliable, real-time data</li> <li>• A 5-hour internal battery backup</li> <li>• Visual indicators when cuff inflating and reached necessary pressure.</li> <li>• Default Readings</li> <li>• Time range should be 1-240 minutes</li> <li>• Pressure range should be 100-475mmHg</li> <li>• IVRA Lock feature - Used in Bier Block procedures. Ensures tourniquet cuff not deflated until unlocked.</li> <li>• Avoids user accidentally deflating one cuff and causing local anesthetist to rush into patient's system.</li> <li>• Printer capability – gives inflation and deflation time of the tourniquet</li> <li>• Re-Usable and Disposable Cuff Option</li> <li>• Single port and Dual port option in cuff</li> <li>• USFDA/CE(European)/DGCI/BIS/ISI/CDSCO approved Certification.</li> </ul>	<b>2</b>

**Warranty and Annual Maintenance Contract**

Instrument must be supplied with 5 years warranty from the date of installation and 5 years comprehensive maintenance contract from the date of expiry of the warranty

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

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

## Annexure-I

### UNDERTAKING

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

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

To  
The Director,  
AIIMS Bhopal,  
Saket Nagar, Bhopal-462020 (MP), India

Sir,

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ user valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF 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 (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. 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) in the format at **Annexure-XII** attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for **63 months**).
5. 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.
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/ financial irregularities are pending against the proprietor/ partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for one year from the date of approval of the rate contract in the format given in **Annexure- XIII** or till extended as mutually agreed upon. I/we undertake to supply the equipment/ stores will be as per **clause no. 1 & 40 of General Terms & Conditions** in tender document. I/we undertake to supply the order with in stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.

11. I/We undertake that the items supplied are as per Demonstration/ Catalogue/ technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Black listing is pending or going on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Trouble shooting/Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to AIIMS, Bhopal.
15. I/We undertake to calibrate Equipment as per requirement and frequency as indicated in the Annexure-I, Technical Specification of Equipments for ensuring optimum operation of equipment at the AIIMS, Bhopal site.
16. 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 Financial Bid.
17. I/we do accept/ agree for the all clauses including the 5 years onsite Warrantee inclusive of all spares and labour etc and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this tender enquiry.
18. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
19. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
20. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the Hospital failing which a penalty at the rate of 500/- per day from pending bill/Bank Guarantee before releasing the same to us after 63 months.
21. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Bhopal from our Agency.
22. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIMS Bhopal in respect of this E-Tender Enquiry
23. 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.

24. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Bhopal from our Agency.
25. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Bhopal.
26. 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 pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, The Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action as he/she may deem fit.

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

#### **Signature of Bidder with seal of Firm**

**(Name of Bidder)**

Place .....

Date.....



**CRIMINAL LIABILITY UNDERTAKING**

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

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

of. ....

..... Do

solemnly pledge and affirm: -

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 is pending against my firm.

Name & Signature

**Seal of the participating Bidder Company**

Affirmation/Verification

**Technical BID Checklist**

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remark
(1)	Original Hard Copy of the following document must be kept in the "Technical" Envelope and sealed envelope must be dropped in person in the Tender Box Kept in the Office of Senior Procurement cum Stores Officer, 3 <sup>rd</sup> Floor, Hospital Complex AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP) before the Closing date given in the e-Tendering Schedule against this e-Tender ID.			
A	EMD in the form of FDR/BG in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for 9 months.			
B	Original copy of <b>Undertaking for acceptance of all Terms &amp; Conditions</b> mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per <b>Annexure-I</b> , duly attested by Notary public.			
C	Original copy of <b>Undertaking for Criminal Liability</b> on Non Judicial Stamp Paper worth of Rs. 100/- as per <b>Annexure-II</b> , duly attested by notary public			
D	Original copy of <b>Pre-Contract Integrity Pact</b> on Non Judicial Stamp Paper worth of Rs. 100/- as per <b>Annexure-XIV</b> , duly attested by notary public			
(2)	<b>Legible scanned copies of following documents along with above documents must be uploaded in the e-Tendering. Solution for "Technical Bid" eligibility evaluation:-</b>			
I.	The scanned copies of the above said documents (A, B, C & D) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <a href="https://www.tenderwizard.com/AIIMS_BHOPAL">https://www.tenderwizard.com/AIIMS BHOPAL</a> )			
II.	Signed and scanned photocopy of proof of last quarters GST returns filed by the participating company as applicable for current financial year 2019-2020.			
III.	Signed and Scanned Copy of GST Certificate showing clearly GST Number of the participating firm.			
IV.	Signed and scanned copy of PAN Card of the firm/company / Proprietor issued by Income Tax Department.			
V	Signed and scanned copy of the CA certificate as a proof for filing Income Tax return of the firm/company for the last three financial years (i.e. FY 2017-18, 2018-19 and 2019-20).			
VI.	Signed and scanned copy of CA certificate as proof for Turnover for during last three Financial Years (FY 2017-18, 2018-19 and 2019-20).			
VII.	Signed and attested legible scanned copies of Previous Purchase Orders of supply of Items as mentioned in the Schedule of Requirement as per <b>(Chapter IV)</b> with showing values as follows: The Scanned Copies of previous Orders, as per above Values are required to be uploaded for technical eligibility evaluation as per above.			

VIII.	Signed & scanned copy of the authorization Letter from Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document. In case of partnership firm, the copy of authorization Letter to sign the tender document by Lead partner should be submitted by the other partner / partners. Copy of partnership deed should also be uploaded in support for necessary verification on e-Tendering solution.			
IX	Digitally Signed copy of the referenced e-Tender ID Tender Document is must be uploaded.			
X	Signed & scanned copy of duly filled PFMS Form of AIIMS Bhopal In the Format given at “ <b>Annexure-XV</b> ”			
XI	If the above all desired document’s from (1) A, B, C & D (2) I, II, III, IV, V, VI, VII, VIII, IX, X legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in “Technical Bid” Stage.			
<b>( 3 )</b>	(I) Hard copies of documents to be submitted on or before closing date as per e-tendering solution in the Sealed Envelope super scribing “Technical Bid”with e-Tender ID: Serial Number of submitted documents should be in sequence as mentioned below: (II) Original Catalogues properly numbered should be submitted as hard copies . (III) Original copies of Technical Literature/Catalogues for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Chapter-IV) on each catalogue/literature document. Non submission may lead to non-consideration of the bid for that item. In sealed in envelope.			
<b>( 4 )</b>	<b>Legible Scanned Copies of Documents required to be uploaded on e-tendering solution:-</b>			
<b>I.</b>	Signed & Legible scanned copy of the Technical bid “ <b>Annexure-IV</b> ”			
<b>II.</b>	Legible Scanned copy of List of the items with its make, model & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in “ <b>Chapter-IV</b> ” of this e-Tender Enquiry.			
<b>III.</b>	Legible Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “ <b>Annexure-X</b> ”.			
<b>IV.</b>	Signed and Legible scanned copies of Declaration / authorization from the manufacturer should be submitted for Every quoted item / equipment. However, if the bidder is quoting more than one equipment/item of the same make, single authorization mentioning the name of items / equipment from the manufacturer is sufficient.			
<b>V.</b>	Signed and Legible Scanned copies of valid certifications from competent authority with clearly showing validity date in respect of quoted item:-. ISO/ CE (EUROPEAN)/USFDA/ UL/ BIS.			

<b>VI.</b>	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.			
<b>VII.</b>	Signed and scanned copies of other documents as mentioned in point <b>(3) &amp; (4)</b> above (i.e. Product Catalog, Technical Details, Specifications etc.) that are statutorily/ technically relevant and supportive to bid documents must also uploaded.			

\*Note (√) in applicable column.

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....

Place:.....

Contact No. : .....

Email ID:.....

## Annexure-IV

**TECHNICAL BID**

(Upload signed &amp; scanned copy with technical bid documents)

Item No.	Name of the item(as per the Tender Schedule of Requirement Chapter IV)	Make & Model Quoted	Indian/Imported /Country of Origin	Catalogue/ Technical details submitted YES/NO	Demonstration Yes / No	Deviation to specification if any With reason
1	Automatic Electronic Tourniquet Dual Cuff The Dual Channel Electronic Tourniquet System should Have following:-					
	Ability to operate two single bladder cuffs or one dual bladder cuff during a procedure					
	Large Display- Easy to see pressure and time on					
	Displays and stores reliable, real-time data					
	A 5-hour internal battery backup					
	Visual indicators when cuff inflating and reached necessary pressure					
	Default Readings					
	Time range should be 1-240 minutes					
	Pressure range should be 100-475mmHg					
	IVRA Lock feature - Used in Bier Block procedures. Ensures tourniquet cuff not deflated until unlocked					
	Avoids user accidentally deflating one cuff and causing local anesthetist to rush into patient's system					
	Printer capability – gives inflation and deflation time of the tourniquet					
	Re-Usable and Disposable Cuff Option					

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff

	Single port and Dual port option in cuff					
	USFDA / CE (European) / DGCI / BIS / ISI / CDSCO approved Certification					

**Note:** Mention detailed specifications (point wise) of quoted item as per schedule of requirement and mention deviation in the specification if any.

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....

Place:.....

Contact No. : .....

Email ID:.....

**FINANCIAL BID**

**ANNEXURE–V (A)**

**A. PRICE SCHEDULE FOR EQUIPMENT FOR INDIGENOUS GOODS**

S. No.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Quantity	Unit Name	Basic Price per unit (in Rs.)	% of GST (Amount in figures on Column (7))	Other Expenditure (if any) on Column (7) (in Rs.)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in Rs.)	Total Cost (5 x10 =11)
1	2	3	4	5	6	7	8	9	10	11
1	Automatic Electronic Tourniquet Dual Cuff			2 No.						

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

Date.....

Place.....



**FINANCIAL BID**

**ANNEXURE-V(B)**

**B. PRICE SCHEDULE FOR EQUIPMENTS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5	6							7			
					Unit Price									Total Price	
					Foreign currency (FC) Component			Indian Currency (IC) Component							
S. No.	Brief Description of Requirement	HSN Code	Country of Origin and place of Lading	Qty.(Nos.)	FOB price at port of lading (A)	Carriage & Insurance (port of lading to port of entry) (B)	CIP cost at port of Entry (in Foreign currency) (A+B=C) (C)	Applicable Custom Duty beyond CDEC (CDEC will be provided) (D)	Incidental costs including C&F, Inland Transportation, Transit Insurance & other Incidental cost including Installation, Commissioning, Supervision, Demonstration and Training at the Consignee's site (E)	% of Indian Agent Commission on (A) (F)	Total D+E +F = G (G)	Total Price in foreign Currency (5x6C=H) (H)	Total Price in Indian currency 5x6G=I (I)		
1	Automatic Electronic Tourniquet Dual Cuff			2											

- Rate in column 6(A), (B), (C) & (H) to be quoted in foreign currency.
- Rate in column 6(D), (E), (I), (F) & (G) to be quoted in Indian Rupees..
- **Percentage of custom duty applicable on this equipment, after CDEC ..... % age**

Total Tender price (in Foreign Currency) [as given in column 7 (H)]: \_\_\_\_\_ In words:

Total Tender price (in Indian Currency) [as given in column 7 (I)]: \_\_\_\_\_ In words:

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

1. The Rates should be quoted inclusive of all taxes; viz. Freight, Packing, Forwarding, Insurance, Transportation, Octroi, **5 Years** Onsite Warranty inclusive of spares & Labour, applicable GST up to the FOR AIIMS, Bhopal basis. The accessories required for Equipment operational at the AIIMS Bhopal site needs to be supplied on free of cost by the Bidder Agency.

Tender for Supply, Installation, Testing and Commissioning of Automatic Electronic Tourniquet Dual Cuff

2. \*The Excise Duty/Custom Duty (applicable CD % beyond the CDEC provided by AIIMS Bhopal), Custom Clearance Charges, Agency Commission etc. wherever applicable, should be indicated separately in the respective column in the above Financial Bid. Non-indication will denote that nothing will be charge as Custom Duty (applicable CD% beyond the CDEC provided by AIIMS Bhopal)/Custom Clearance/Agency Charge/Excise Duty etc., means all such expenses have taken in account by the Bidder and are inclusive in the quoted offered price.
3. The Tenderer 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
4. The charges for 6<sup>th</sup> to 10<sup>th</sup> year CMC after 5 Year free of cost warranty shall be quoted separately in the given Format at **"Annexure-VI"** .
5. The free of cost consumables (if any required) for 3 months period for make operational equipment at AIIMS Bhopal site needs to be supplied with ordered equipment .
6. The Bidder will quote firm rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis. The AIIMS Bhopal will release payment claim against accepted supply after deductions of TDS as per prevailing Tax Rules and LD (if any) as per the Terms & Condition mentioned in the Tender .
7. To determine L1 rates, conversion rate of foreign currency to Indian rupees will be taken as prevailing on the date of opening of financial bid.
8. **L1 will be decided on total cost of the each Equipment plus Cumulative total of CMC charges (for 5 years after expiry of warranty/guarantee period) and indigenous goods.**

Signature of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**ANNEXURE–VI**

**CMC CHARGES**

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

Tender Item No.	Name of the Equipment	Rates of CMC (CMC after 5 year warranty period)					Total CMC Cost for 5 Years	TAXES (IF ANY)	Total CMC Cost for 5 Years including Taxes
		6 <sup>th</sup> yr	7 <sup>th</sup> yr	8 <sup>th</sup> yr	9 <sup>th</sup> yr	10 <sup>th</sup> yr			
1	Automatic Electronic Tourniquet Dual								
<b>Total</b>									

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

Name of the Firm .....Date.....Place

**ANNEXURE-VII****RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES ( If Any)**

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Chapter-IV)</i>	<i>NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES</i>	<i>UNIT</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN FIGURE)</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN WORDS)</i>	<i>*TAXES&amp; Other Expenditure IF ANY</i>
<b>1</b>						

1. The rates should be inclusive of everything viz. freight charges, packing charges, Transportation and Octroi etc. but exclusive of GST.
2. \*The rates of current GST chargeable may, however, be given in percentage separately. Non indication would denote nothing would be charged as GST.
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS, Bhopal basis.

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

Name of the Firm .....Date.....Place.....

**AnnexureVIII****FINANCIAL BID DOCUMENT CHECKLIST (MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)**

(Upload signed and scanned copy of following Financial Bid Documents in Financial Bid Document Slot of E-Tendering Solution)

S. No.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO
(1)	<p>Rates for the main equipment/items should be quoted in the given format “Annexure V”, the and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the AIIMS Bhopal site needs to be supplied on free of cost by the Bidder Agency.</p> <p>All quoted rates should be inclusive of freight charges, packing charges, forwarding &amp; insurance Charges, Transportation, 5 Years Onsite Warranty inclusive of all spares &amp; Labour, GST etc. and free of Cost Consumables for three months period is required to be supplied by the Tenderer with Equipment for make it operational at the AIIMS Bhopal site including all required accessories and in-situ works (like civil, plumbing &amp; 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 AIIMS, Bhopal site.</p> <p>The Excise Duty/Custom Duty (applicable CD % beyond the CDEC provided by AIIMS Bhopal), Custom Clearance Charges, Agency Commission etc. wherever applicable, should be indicated separately in the respective column given in the Financial Bid. Non-indication will denote that nothing will be charge as Custom Duty (applicable CD% beyond the CDEC provided by AIIMS, Bhopal)/Custom Clearance/Agency Charge/Excise Duty.</p>		
(2)	The firm shall quote for CMC charges for the next 5 years after expiry of the comprehensive warranty period of 5 years in the “Annexure-VI” for each Equipment/item (on which the Warranty/Guarantee applicable).		
(3)	Rates for regularly required consumables / spares / optional accessories Should be quoted in given format “Annexure-VII” separately.		
(4)	The rates should be quoted in Indian Rupees in figure as well as in words. only.		

\*Note (v) in applicable column.

[For office use only] Bid is Accepted/ rejected

Signature-----

Signature-----

Signature-----

With name &amp; date

with name &amp; date

with name &amp; date

**TERMS & CONDITIONS OF SUPPLY ORDER'S**

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ Equipment demonstrated.
2. The supply should be made between 9.30am to 16.00 pm on any of the working day and 9.30am to 12.00pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Stores Officer in respective stores.
5. The bill should be in printed form having printed bill number, TIN/GST Registration Number as well as D.L. No. (Whereas applicable).
6. Supply period will be as per **clause no. 1 & 23** of General Terms & Conditions.
7. The Director, All India Institute of Medical Sciences, Bhopal (India) reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per delayed supply subject to maximum of 10% of the value of the order.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
9. Guarantee/Warranty Certificate must be provided, at the time of supply.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

**MANUFACTURER AUTHORIZATION FORM**

To,  
The Director  
AIIMS, Bhopal  
Saket Nagar, 462020 (MP) INDIA

Dear Sir,

Ref. Your E-Tender document No. \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ Who

Are proven and reputable manufacturers of

\_\_\_\_\_ having factories at

\_\_\_\_\_, hereby authorize M/s \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred E-Tender tender which are manufactured by us.

- 2) We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred E-Tender Enquiry documents for the above Equipment/Stores manufactured by us.
- 3) We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of Spares parts for the period of 10 years for supplied equipment to AIIMS Bhopal.
- 4) We also confirm that the rate quoted by our authorized agent shall not exceed the rate which we would have quoted on direct participation.

Yours faithfully,

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

[Name & address of the manufacturers]

**Note:-**

- 1) This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- 2) Original letter's scanned copy may be uploaded and handed over as and when directed.
- 3) We also undertake to provide all up dates (at our own) of the equipments free of cost during the warranty /guarantee period along with spare parts.

## **EMD BANK GUARANTEE (EMD-BG) FORMAT**

Whereas \_\_\_\_\_  
(hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the  
supply of \_\_\_\_\_ (hereinafter  
called the "Tender") against the Purchaser's E-Tender Enquiry No.

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

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract. Or
  - b) Fails or refuses to accept/execute the contract. Or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, Misleading or forged. We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of additional **90 Days (Ninety days)** after the period of tender validity (**180 Days**) i.e. total validity of EMD should be **9 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



**PERFORMANCE/CMC SECURITY BANK GUARANTEE FORMAT**

**To,  
The Director**

**All India Institute of Medical Sciences (AIIMS) Saket Nagar,  
Bhopal-462020 (MP) INDIA**

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (Equipment/Stores and services) (herein after called "the contract").

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

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 **63 (Sixty Three) months** from the date of satisfactory installation of the Equipment/Stores 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

**ANNUAL RATE CONTRACT AGREEMENT FORMAT**

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

**Name of the E-Tender:** Supply, Installation, Testing & Commissioning of Equipments in Laboratory, AIIMS-Bhopal.

This agreement is made at Bhopal on the day of Two Thousand Twenty between Director, AIIMS Bhopal acting through, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP) (hereinafter called 'AIIMS Bhopal' which expression shall, unless repugnant to the context or meaning there of 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 'AIIMS Bhopal' is desirous to engage the 'Agency' for Supply of approve in response to Purchaser's e-Tender ID No. and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

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

<b>Tender Item No.</b>	<b>Name and Brief description of Item, make, model, country of Origin and Standard Accessories offered with main Equipment</b>	<b>Unit</b>	<b>Approved Unit Price (Rs.)</b>	<b>Terms of delivery (FOR)</b>
<b>1</b>	Automatic Electronic Tourniquet Dual Cuff	<b>2</b>		

Any other additional services (if applicable) and cost there of:.....total value (in figure).....(In words).....

Above quoted unit prices of Second Party is inclusive of all Taxes/Statutory Expenses, **5 Years** on-site Warranty including of all Spares & Labour, required for make the supplied equipment functional at AIIMS Bhopal, Saket Nagar, Bhopal-462 020 (MP) in the respective user Department has been accepted with response to the referenced Tender on Annual Rate Contract basis as per the Terms & Conditions mentioned on the same by the First Party.

**(ii) CMC Price for 5 Year Period:-**

<b>Tender Item No.</b>	<b>Name of the Equipment</b>	<b>Rates of CMC (CMC after 5 year warranty period)</b>	<b>Total CMC Cost for 5 Years</b>	<b>TAXES (IF ANY)</b>	<b>Total CMC Cost for 5 Years</b>

		6 <sup>th</sup> yr	7 <sup>th</sup> yr	8 <sup>th</sup> Yr	9 <sup>th</sup> yr	10 <sup>th</sup> yr			
1	Automatic Electronic Tourniquet Dual Cuff								

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for 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.
3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e- Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to First Party.
5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.
8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal/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/Stores Officer, 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.
9. **Warranty (60 Months Onsite Warranty including Spare Parts & Labour etc.) and Penalty for not attending within stipulated downtime period:-**The Second Party liable for trouble free functioning and maintenance of the facility for Five Years including spares and labour from the date of installation, commissioning and acceptance of the facility by First party and if the Second Party will fail to do the same, the Penalty as per e-Tender General Terms & Condition Vide **Clause "13"** shall be deducted from the pending Bill/Performance Security Deposit of the Second Party by First Party.

- 10. 5 Years CMC after completion of 5 Years Warranty/Guarantee:-** The Second Party will submit a performance bank guarantee for 10% of the cost of the approved CMC Price before the completion of 5 Years On-site Warranty, preferably in last Quarter of 5 Year and after receiving of the CMC Performance Guarantee, First Party in writing communicate to Second party for acceptance of the same and allow them to operate CMC for 5 Years as per the **General Terms & Condition, Vide Clause "14"** of this e-Tender.
- 11. Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment up to 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. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per **General Terms & Condition, Vide Clause "22"**.
- 12. Inspection of Supplies:-** Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal premises at designated place as per **General Terms & Condition, Vide Clause "23"**.
- 13. Payment:-** Payments will be made only after the completion of the project/supplies/installation, Testing & commissioning of Equipment as per terms and conditions and specification against the respective e-Tender/supply order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance & demonstration in case of equipment in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The CST/Sales Tax/GST/VAT/Excise Duty/Custom Duty/Clearing Charges/Agency Commission and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.
- 14. Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- 15. Law Governing the Contract and Jurisdiction:-**The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 16. Performance Security Deposit:-**The Second Party liable to deposit 10% of value of the Contract/Purchase Order as Performance Security Deposit to First Party in favor of "Director, AIIMS Bhopal" by way of "Performance Bank Guarantee/Fixed Demand Receipt" from any Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 5 years warranty period + 3 months (valid for i.e. **63 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 to First Party.

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

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

This Agreement will take effect from \_\_\_\_\_ Day of \_\_\_\_\_ **Two Thousand & Twenty** and shall be valid for **One Year**.

In Witness Whereof both the Parties herwe to have caused their respective common seals to be here unto affixed /(or have hereunto set their respective hands and seas) the day and year mentioned above in Bhopal in the presence of the witness:

<p>For and on behalf of the '<b>Agency</b>'</p> <p>Signature of the authorized Official Name of the Official</p> <p>Stamp/Seal of the '<b>Agency</b>'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said Name on behalf of the '<b>Agency</b>' in presence of</p> <p>Witness 1: Signature: Name &amp; Address</p> <p>Witness 2. Signature Name&amp;Address:</p>	<p>For and on behalf of the "<b>Director, AIIMS Bhopal</b>"</p> <p>Signature of the authorized Officer Name of the Officer</p> <p>By the said Name on behalf of the "<b>Director, AIIMS Bhopal</b>" in presence of</p> <p>Witness 1: Signature Name &amp; Address</p> <p>Witness 2: Signature Name &amp;Address:</p>
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**Annexure XIV**

**PRE-CONTRACT INTEGRITY PACT**

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

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

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

WHEREAS the BUYER proposes to Procure X-Ray Films items 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 :**

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

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.

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:-

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.

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.

BIDDER shall disclose the name and address of agents and representatives in India.

BIDDER shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

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.

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.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term „relative“ for this purpose would be as defined



in Section 6 of the Companies Act 1956.

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:-**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5 Earnest Money Deposit (EMD):-**

While submitting commercial bid, the BIDDER shall deposit an amount (as will be specified in NIT of e-Tender Document) as Earnest Money Deposit with the BUYER through the instruments as specified in the Tender Document.

The Earnest Money Deposit shall be valid up to a period, as will be specified in Tender Document, from the date of opening of bids and be suitably extended as requested by AIIMS Bhopal.

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.

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:-**

Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) Forfeiture of the Security Bid Bond (in pre-contract stage) and/or Performance Security Bond (after the contract is signed) stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any

outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To 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.

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.

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/Manufacturer/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he (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 loss 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:-**

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.

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:-**

The validity of this Integrity Pact shall be from date of its signing and extend up to 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.

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

<p>For and on behalf of the „<b>Bidder</b>“</p> <p>Signature of the authorized Official</p> <p>Name of the Official _____</p> <p>Designation of the Official _____</p> <p>Stamp / Seal of the „<b>Bidder</b>“</p> <p>SIGNED, SEALED AND DELIVERED on behalf of the „<b>Bidder</b>“ in presence of</p> <p>Witness1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the „<b>Buyer</b>“</p> <p><b>-Sd-</b> For and on behalf of the “<b>Director,</b> <b>AIIMS Bhopal</b>”</p>
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<b>ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)</b>		
<b>PFMS UNIQUE CODE :-</b>		
<b>VENDOR REGISTRATION FORM</b>		
<b>S.No.</b>	<b>Head Name</b>	<b>Details</b>
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number	
5	GSTIN	
6	Aadhaar Number	
7	TAN Number	
8	TIN Number	
9	Service Tax No	
10	Address1	
11	Address2	
12	Address3	
13	City	
14	Country	
15	State	
16	District	
17	Pin Code	
18	Mobile No.	
19	Phone No.	
20	Email ID	
21	Bank Name	
22	IFSC Code	
23	Account Number	
DATE :		
PLACE :		<b>VENDOR SIGNATURE WITH SEAL</b>
<b>Department Name:</b>		<b>Forwarded by HOD/In-charge</b>
Note:	All related documents also enclosed with this form self-attested	