

ALL INDIA INSTITUTE OF MEDICAL SCIENCES GORAKHPUR

(An Autonomous body under MoHFW, Govt. of India)



TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No. :	AIIMS/Admn/Ophtho/18/26A/2022
Brief Description of Goods :	Supply and installation of Phacoemulsification System For Department of Ophthalmology AIIMS Gorakhpur

NOTICE INVITING TENDERS



ALL INDIA INSTITUTE OF MEDICAL SCIENCES GORAKHPUR - 273008

(An Autonomous body under MoHFW, Govt. of India)

TWO-BID System e –TENDER

On behalf of Director, All India Institute of Medical Sciences, Gorakhpur (AIIMS Gorakhpur), invites electronic online bids (e-Tender) through website of AIIMS, Gorakhpur www.aiimsgorakhpur.edu (for ref. only) and CPPP web site <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Manufacturer/Direct Importers for **“SUPPLY AND INSTALLATION OF PHACOEMULSIFICATION SYSTEM FOR DEPARTMENT OF OPHTHALMOLOGY at AIIMS Gorakhpur”**. Manual bids shall not be accepted.

AIIMS, Gorakhpur request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

For & on behalf of
Executive Director, AIIMS, Gorakhpur
Administrative Officer
AIIMS Gorakhpur

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Director, All India Institute of Medical Sciences, Gorakhpur (AIIMS Gorakhpur) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound Manufacturer/Direct Importers for **“SUPPLY AND INSTALLATION OF PHACOEMULSIFICATION SYSTEM FOR DEPARTMENT OF OPHTHALMOLOGY at AIIMS Gorakhpur”**. Manual bids shall not be accepted. The Bidder submit bids all the documents only Online.
2. Tender documents may be view and downloaded from the website of AIIMS, Gorakhpur www.aiimsgorakhpur.edu (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as Point No. 4 of NIT.
The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids.
3. Type of Tender: Open Tender –Two Bid System.
4. **Critical Date sheet :**

S.No	Particulars	Date & Time
(i)	Published Date	28.07.2022 14:00
(ii)	Bid Document Download / Sale Start Date	28.07.2022 15:00
(iii)	Bid Submission Start Date	08.08.2022 15:00
(iv)	Bid Document Download / Sale End Date	28.07.2022 17:00
(v)	Seek Clarification Start Date	28.07.2022 18:00
(vi)	Seek Clarification End Date	04.08.2022 15:00
(vii)	Bid Submission End Date	22.08.2022 12:00
(viii)	Bid Opening Date	23.08.2022 12:10
(ix)	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

5. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

5.1 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5.2 Tenderer who has downloaded the tender from the website of AIIMS, Gorakhpur www.aiimsgorakhpur.edu and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected, and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Gorakhpur.

5.3 Intending tenderers are advised to visit again AIIMS, Gorakhpur web site www.aiimsgorakhpur.org and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

5.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD Payment: Tender Fee/Cost & Earnest Money Deposit is to be deposited by speed post at the Administration AIIMS Gorakhpur.

5.5 Tender Fee NIL As per GFR 2017 and EMD Value Rs. 27000/-

5.6 Period of Bid Validity Days: -270 days from the date of bid opening.

- 5.7 Duration for Completion of Supply: - As per tender document.
- 5.8 All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- 5.9 Any tender received without EMD as specified in tender document shall not be considered and shall be summarily rejected.
- 5.10 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- 5.11 AIIMS Gorakhpur reserve the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

6. Submission of Tender

The tender shall be submitted online in two part, viz., technical bid and price bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and Scanned copy of Tender Acceptance letter "Annexure-I" and No deviation certificate "Annexure-II".
- (iii) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers or their authorized dealers - "Annexure-III".
- (iv) Signed and scanned copy of Power of Attorney as per "Annexure – V" in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.
- (v) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. One Crore).
- (vi) Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
- (vii) Signed and scanned copy of performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
- (viii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Gorakhpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
- (ix) Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as **(ANNEXURE – "IX")** & Signed & Scanned copy of Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format **(ANNEXURE-X)**
- (x) Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and **Original Technical Catalogue** of the quoted model only.

- (xi) Signed & scanned copy of Mandate form.
- (xii) Signed and Scanned Copy of prerequisite (if any) for installation of the Machine, if any, to be provided by the Institute & signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
- (xiii) Signed and Scanned Copy of An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.
- (xiv) If any part of equipment related with different OEM, bidder need to upload signed & scanned copy authorization of OEM of part used in the equipment.
- (xv) Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

7 PRICE BID

Schedule of price bid in the form of BOQ_XXXX .xls

1. **Schedule of price bid in the form of BOQ_XXXX .xls**
1. The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Gorakhpur.
2. Copies of minimum two supply orders of the same models quoted (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) as per requirement of equipment in pdf format (ANNEXURE-XIII).



ALL INDIA INSTITUTE OF MEDICAL SCIENCES GORAKHPUR - 273008

(An Autonomous body under MoHFW, Govt. of India)

Administrative office, Kunraghat, Gorakhpur-273008, Uttar Pradesh.

Tender Ref .no. AIIMS/Admn/Ophtho/18/26A/2022

Dated 23.07.2022

Instructions for Online Bid Submission

The Director, AIIMS Gorakhpur, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Direct Importers online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for the **SUPPLY, INSTALLATION AND COMMISSIONING OF Phacoemulsification system at AIIMS Gorakhpur** and supply of items as per the Specifications.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

1.0 REGISTRATION

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This

would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

4.0 CORRIGENDUM

- 4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- 4.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Gorakhpur.

5.0 SUBMISSION OF BIDS:

5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This Acknowledgement may be used as an entry pass for any bid opening meetings.

6.0 ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in General may be call directed to the 24x7 CPP Portal Helpdesk.

7. Guideline for submission of bid :

A. Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- (iii) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers - “Annexure-III”.
- (iv) Signed and scanned copy of Power of Attorney as per “Annexure – V” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.
- (v) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. One Crore).
- (vi) Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
- (vii) Signed and scanned copy of performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
- (viii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Gorakhpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
- (ix) Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as **(ANNEXURE – “IX”)** & Signed & Scanned copy of

Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (**ANNEXURE-X**)

- (x) Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and **Original Technical Catalogue** of the quoted model only.
- (xi) Signed and Scanned Copy of Certificate to the effect that bidder will maintain the quoted item(s) during comprehensive Warranty period of 5 (five) years including all spares, accessories, consumables etc. (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement).
- (xii) Signed and scanned copy of Certificate, to the effect that bidder have quoted their rates for Comprehensive Annual Maintenance Contract inclusive of labour, spares, consumables, accessories etc. on per year basis for a further period of 5 (five) years after expiry of comprehensive warranty period of one year.
- (xiii) Signed & scanned copy of Mandate form.
- (xiv) Signed and Scanned Copy of prerequisite (if any) for installation of the Machine, if any, to be provided by the Institute & signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
- (xv) Signed and Scanned Copy of An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.
- (xvi) If any part of equipment related with different OEM, bidder need to upload signed & scanned copy authorization of OEM of part used in the equipment.
- (xvii) Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

B. Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX .xls

- a. The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Gorakhpur.
- b. Copies of minimum two supply orders of the same models quoted (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) as per requirement of equipment in pdf format (ANNEXURE-XIII).

Note:

- i) Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.
- ii) If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least.
- iii) If the bidder give any item(s) free of cost then it is mandatory to fill 0.00 at least.

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)
I	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.	
II	Signed and Scanned copy of Tender Acceptance letter "Annexure-I" and No deviation certificate "Annexure-II" .	
III	Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers "Annexure-III" .	
IV.	Signed and scanned copy of Power of Attorney as per "Annexure – V" in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment as per "Annexure-VI"	
V.	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 1 crore.	
VI.	Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.	
VII.	Signed and scanned copy of performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.	
VIII.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Gorakhpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per "Annexure-VII" .	
IX.	Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (ANNEXURE – "IX") & Signed & Scanned copy of Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (ANNEXURE-X)	
X.	Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and Original Technical Catalogue of the quoted model only.	
XI.	Signed and Scanned Copy of Certificate to the effect that bidder will maintain the quoted item(s) during comprehensive warranty period of 5 (five) years including all spares, accessories, consumables etc. (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement).	

XII.	Signed and scanned copy of Certificate, to the effect that bidder have quoted their rates for Comprehensive Annual Maintenance Contract inclusive of labour, spares, consumables, accessories etc. on per year basis for a further period of 5 (five) years. (If Applicable)	
XIII.	Copy of duly attested copy of Mandate form (as Annexure-“XI”) .	
XIV	Signed and Scanned Copy of prerequisite (if any) for installation of the Machine, if any, to be provided by the Institute & Signed and Scanned Notarized Affidavit of Integrity Pact (as Annexure-XIV)	
XV	Signed and Scanned Copy of an undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.	
XVI	If any part of equipment related with different OEM, bidder need to upload signed & scanned copy authorization of OEM of part used in the equipment.	
XVII	Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.	
XVIII	Annexure - XVI	

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

1.	BOQ. XLS	
2.	Copies of minimum two supply orders of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) in pdf format (ANNEXURE-XIII).	

Note: In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

ELIGIBILITY CRITERIA

Documents for Establishing Bidder's Eligibility

1. The bidder/manufacturer of the equipment offered should be in the business of the supply and installation of same / similar equipment for the last three calendar years.
2. Tender fee & Earnest Money Deposit (EMD) shall be reached at Administration, AIIMS Gorakhpur with bid submission last date and must enclosed scan copy of DD/FDR/banker Cheque / enclosed with Bid.
3. The firm should be registered under GST.
4. Tender Acceptance letter "Annexure-I"
5. No deviation certificate "Annexure-II".
6. Status of Bidder: Manufacturer Firm/ Direct Importers/Authorized Firm. - ""Annexure-III".
7. Power of Attorney as per "Annexure – V"
8. Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.
9. Certificate for sole ownership / partnership/ Certificate of Incorporation
10. The Bidder should have an annual financial turnover of **Rs. 1 crore** during the last three years ends **31/03/2021**.
11. User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
12. Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
13. Affidavit duly certified by the notary at the location of the Agencies/Headquarters Gorakhpur that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
14. Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (ANNEXURE – "IX").
15. Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (**ANNEXURE-X**).
16. Quality Assurance Certificate As per technical specification (please specify)
17. **Original Technical Catalogue** of quoted model with technical data sheet.
18. Copy of Certificate to the effect that bidder will maintain the quoted item(s) during comprehensive warranty period of 5 (five) years including all spares, accessories etc.
19. Certificate, to the effect that bidder have quoted their rates for Comprehensive Annual Maintenance Contract inclusive of labour, spares, accessories etc. on per year basis for a further period of 5 (five) years after expiry of comprehensive warranty period of 5 (five) years.
20. Copy of duly attested copy of Mandate form.
21. Notarized Affidavit Integrity Pact as per Annexure-XIV.
22. Signed and Scanned Copy of An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.
23. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Gorakhpur are not eligible to participate in this tender.

Note:

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

Technical Evaluation Committee may call for demonstration/inspection of the equipment/sample before taking any final decision. In case the bidder does not provide demonstration / inspected of the quoted item within the specified time his bid will be rejected.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE:-

i) Eligibility of Bidders:- This invitation of Bids is open to reputed foreign/ Indian manufactures / direct importers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender document may result in rejection of its tender.

ii) Availability of fund:- Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee

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

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

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

v) Tendering Expenses:- The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

vi) Corrigendum to Tender Documents:-

- a. Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- b. Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Gorakhpur i.e. www.aiimsGorakhpur.org.

vii) Clarification of Tender Documents: -

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

2. Earnest Money Deposit (EMD):

- a. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest as per Mandate form (Annexure-XI).
- b. Non-submission of sufficient EMD along with the Technical Bid will be taken as non-responsive bid.
- c. The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.

3 For Imported Goods, Indian Agency Commission must be declared in BOQ and will be paid in Indian Rupees only.

4 The Bidder's may submit prerequisite (if any) for installation of the Machine, if any to be provided by the Institute.

"Annexure-XII "

5 Tender currencies: -

- a) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- b) For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USD, EUR, GBP, SGD, AUD, CHF, YEN. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion regarding Indian agency commission shall be taken as on the date of placement of purchase order by AIIMS Gorakhpur on exchange rate of RBI.
- c) Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
- d) If quoted in foreign currency, the same will be converted into Indian currency at the average exchange rate of RBI on the date of opening of Tender for price bid evaluation.

6 Tender Prices:-

6.1 The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BoQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BoQ should be filled up as required. Total amount/price quoted will be considered for Price evaluation. The bidder should include all taxes, transportation, insurance etc. in total prices.

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

6.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules in BoQ.

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

6.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted ex-factory/ ex-showroom as applicable including packing & forwarding charges, insurance, freight and other incidental charges and GST.
- b) The prices of Turnkey Work (if any), as mentioned in Schedule of Requirements, Technical Specification and Price Schedule; and
- c) The price of CAMC, as mentioned in Schedule of Requirements, Technical Specification and Price Schedule.

6.4.2 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 on FOB price at port of loading as mentioned in Schedule of Requirements, Technical Specification and Price Schedule.
- b. The amount of Custom Duty with CDEC (if applicable) and charges of GST (IGST OR CGST OR SGST)
- c. The amount of Carriage & Insurance, Incidental Services (Including Installation, Demonstration & Training) at consignee's site, Local Transport, Storage Charges.
- d. The prices of Turnkey Work (if any), as mentioned in Schedule of Requirements, Technical Specification and Price Schedule; and
- e. The price of CAMC, as mentioned in Schedule of Requirements, Technical Specification and Price Schedule.

7 Additional information and instruction on duties and Taxes: -

If the bidder desires to get reimbursement for GST/IGST/CGST (goods and services tax or any other tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.

- 8 If any part of equipment related with different OEM, bidder need to upload authorization of OEM of part used in the equipment.
- 9 Firm Prices: - Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 7 will apply.
- 10 In case of Direct Importer Principal/OEM will authorize only one agent.
- 10. Bid validity: -**
 - a) The bids shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
 - b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
 - c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- 11 Scrutiny and Evaluation of Tenders:-**
 - i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
 - ii) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped.
 - iii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
 - iv) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.
- 12. Non- responsive tender :-**The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:
 - a) Non submission of Notarized Affidavit Integrity Pact as per Annexure XIV.
 - b) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
 - c) Bid validity is shorter than the required period.
 - d) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
 - e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
 - f) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
 - g) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
 - h) Poor/unsatisfactory past performance.

- i) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- j) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.
- k) Bidder has not agreed for the delivery terms and delivery schedule.

13. Discrepancies in Prices:

The Tenderers shall quote Rate up-to two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

14. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

A. The purchaser's evaluation of a tender will take into account the following:

- a) In the case of goods manufactured in India or goods of foreign origin already located in India, taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder and
- b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- c) The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. The DDP price includes GST paid in final price bid evaluation. However, the quoted price will change as and when rate of GST changes.

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

C. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- 1. a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
- b. In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:
 - I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c. In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
2. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
3. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
4. **Margin of Purchase Preference** The margin of purchase preference shall be 20%.

15. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

16. Contacting the Purchaser:

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

17. Purchaser's Right to accept any tender and to reject any or all tenders

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

18. Variation of Quantities at the Time of Award/ Currency of Contract:

- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.
- b) If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

- c) **Repeat Order Clause:-** The buyer (AIIMS Gorakhpur) can order up to 50% quantity of the items under the present contract within six month from the date of supply/successful completion of the work, the cost, terms & conditions remaining the same and there is no downward trend in prices. The bidder is to confirm acceptance of this clause. It would be entirely the discretion of the buyer to place the repeat order or not

Notification of Award/Award of Contract

- a) Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Notification of Award (NOA).
- b) The successful bidder, upon receipt of the NOA, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the PBG amount will be deducted from the bill amount against performance bank guarantee.
- c) The Notification of Award shall constitute the conclusion of the Contract.

19. Issue of Contract:

Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful bidder by registered / speed post or by Hand. c). Within seven days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post or by Hand.

20. Return of E M D: The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest.

21. Corrupt or Fraudulent Practices:

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

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

22. Bidder might be required to demonstrate the system at the discretion of the institute.

23. DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.

24. The Integrity pact (Annexure-"XIV") shall be a part of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.

25. The bidders must be submit Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.

26. Signing of Contract: The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract.
27. Successful bidder (L1) will have to submit signed Comprehensive Annual Maintenance Contract ("Annexure-VIII") at the time of supply of equipment. The CAMC will be applicable from next date of expiry date of warranty. Non submission of CAMC agreement, payment related to supply of equipment will not be released by Institute. The comprehensive warranty PBG will be released after 5 years only after submitting PBG for Comprehensive Annual Maintenance Contract (CAMC) value. No payment of CAMC will be released till PBG for CAMC is submitted.
28. The Director reserves the right to accept or reject any or all tenders without assigning reasons.
29. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.
30. (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (ii) "Bidder" (Including the term 'tenderer', 'Consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms of companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch of office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (iv) The beneficial owner for the purpose of (iii) above will be as under.
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling Ownership interest or who exercises control through other means.

Explanation –

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management right or shareholders agreements or voting agreements;
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (vi) To be inserted in tenders for Works contracts, including Turnkey contracts]. The Successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Administrative officer
AIIMS Gorakhpur**

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Use of contract documents and information

- (i) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (ii) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

2. 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.

3. 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 (BOQ).

4. Assignment

- (i) The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

5. Sub Contracts

- (i) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
- (ii) Sub contract shall be only for bought out items and sub-assemblies.
- (iii) Sub contracts shall also comply with the provisions of "Country of Origin".

6. Duty Free Clearance, Transportation, Forwarding & Handling Charges: Clearance charges at point of Entry / Air Port and on ward transportation charges with Insurance up to AIIMS, Gorakhpur will be borne by supplier's Indian Agent for which this Institute will not pay the charges.

7. Demurrage Taxes & Octroi: No demurrage charges will be paid by the Institute in case of delay on the part of supplier. However, this Institute will provide all necessary documents required for clearance / transportation of the goods and for exemption of the taxes/octroi for which supplier/Indian agent will have to intimate/furnish his requisition of document required, if any, well in advance. Octroi will be payable by bidder, if required.

8. Inspection and Testing: - The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the seller and/or its nominated representative(s).

- a) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor, the supplier shall furnish all reasonable facilities and assistance, including access to relevant drawings, design details and production data, to the purchaser's inspector at no charge to the purchaser.
- b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- d) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- e) The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the comprehensive warranty clause of the contract, as incorporated.

9. Guarantee/ Comprehensive Warranty Terms:

- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) All the equipment's including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables except single used consumable) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits as per clause 11(d) to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty.
- d) The Original Equipment Manufacturers (OEM) should be submit undertaking that they are willing to provide spare parts for the period of comprehensive warranty as mentioned and also during the additional CAMC period, if awarded. The OEM shall also assure continuity of service to their product. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily.
- e) After sales service center in Gorakhpur (Uttar Pradesh) is preferred the Bidder shall provide proof of their capability to undertake such maintenance/repair within 24 hours. Companies without service center in Gorakhpur should give an undertaking that they shall establish one within a year of the signing of contract.

- f) The successful Bidder shall provide preventive maintenance as per the frequency mentioned during the comprehensive warranty period as per clause 11 (d). The Bidder shall attend any number of break down/repair calls as and when informed by the Institute authority.
- g) If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified as per clause of 21(c), the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
- h) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipment's with a new equipment or to provide stand by equipment which is same model and proper working condition for use, preferably new. If the fault/down time exceeds the stipulated period or failure to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and to blacklisting of the defaulting Bidder.
- i) The equipment which requires quality assurance test shall be done free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User and also when major spares are replaced.
- j) Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
- k) The Bidder shall submit the parameters which require calibration and the frequency of calibration required. This should be compulsorily checked and certified during preventive maintenance limit.
- l) The Bidder shall undertake on-site calibration of the equipment every quarter in a year (at the time of preventive maintenance) as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user. Log book for it will be maintained.
- m) The offered comprehensive warranty includes:
 - a) Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
 - b) Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.
 - c) Quality Assurance tests (if applicable).
 - d) The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of:-
 1. Accessories
 2. Probes
 3. All types of sensors and transducers
 4. Electrodes
 5. Detectors
 6. Battery
 7. Battery for UPS
 8. Other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc., which forms part of the equipment system, without which it cannot perform satisfactorily.
 - e) The exclusion of comprehensive warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
 - f) The Bidder shall provide up-time comprehensive warranty & CAMC of complete equipment as per clause 11(h), the uptime being calculated on 24 (hrs.) X 7 (days) basis failing comprehensive warranty/CAMC period will be extended for every additional day of down time equal to one week apart from the penal penalty imposed.
 - g) The installed software should be the latest one for the particular model and all future software updates should be provided free of cost during the Warranty period.

10. Comprehensive Annual Maintenance Contract:

- a) A CMC/AMC will be entered into for all equipment's for 5 year after comprehensive warranty. The vendor will have to submit CAMC agreement (format placed at Annexure-VIII) at the time of supply of items. The CAMC amount in the PBG will be 10% of the CAMC cost.
- b) The Comprehensive Maintenance Contract (CMC) is otherwise an extended comprehensive warranty. All the terms and conditions agreed by the successful Bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
- c) The Comprehensive Maintenance Contract (CMC), will consist complete system. The taxes to be paid extra, to be specifically indicated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- d) The successful Bidder shall also indicate the rates for the CMC in price bid form and such rates are binding on the successful tenders after the expiration of the comprehensive warranty period. The yearly rates for CMC shall remain the one and the same as quoted in the price bid form for the CAMC period.
- e) Cost of CAMC (excluding taxes, if any) will be considered for Ranking/Evaluation purpose.
- f) The payment of the agreed CAMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the user.

11. Time Limits prescribed

Sl. No	Activity	Time Limit
a.	Delivery period: i) Installation & Delivery period for Indigenous goods or for imported Goods if supplied from India. ii) For Imported goods directly from foreign:	i) 6 weeks from date of issuance of Supply Order. ii) 90 days from the date of opening of L/C.
b.	Comprehensive warranty period	5 years from the date of successful installation.
c.	CAMC period	5 years after expiry of the 5 years comprehensive warranty
d.	Frequency of visits to all User Institution Concerned during comprehensive warranty/CAMC	One visit every three months (4 visits in a year) for Periodic/preventive maintenance and any time for attending Repairs/break down calls.
e.	Frequency of payment of CAMC charges	Every six months after completion of the Period.
f.	Maximum time to attend any Repair call	Within 24 hours.
g.	Uptime in a year during comprehensive warranty as well as during CAMC period.	98% of 365 days.
h.	Penalty Clause for warranty/CAMC period	1. If bidder fails to provide break down calls, periodic/preventive maintenance appropriate deduction of penalty at the rate of 25% of submitted PBG amount per visit will be deducted. 2. If bidder fail to provide periodic/preventive maintenance penalty will impose on every failure of visit from submitted PBG @ 25%. 3. Replenish the performance bank guarantee at the end of financial year or when it is finally exhausted whichever is earlier. 4. Extent of penalty imposed or repeated failure to replenish/repeated failure to attempt periodic/preventive maintenance or call report will invite blacklisting under clause 37 of GCC will applicable

- (III) Firm have to provide a minimum **UPTIME GUARANTEE of 98%** (98% of 365 Days) per year during the comprehensive warranty period as well as during the Comprehensive Annual Maintenance Contract.
- (IV) Principal's Invoice of the quoted items must be submitted at time of award of contract.
- (V) Proof of the official Indian agent certificate of the firm must be attached. (Notary Certified Photocopy)
- (VI) In order to fully and optimally utilize the equipment, training to Para Medical Staffs and Doctors should be provided. In continuation to this training, separate maintenance training for the machine and the sub systems should also be given to the "Equipment Maintenance Engineer" and "Equipment Maintenance Technicians". All the financial commitments in this regard shall be met by the bidder(s). **Training Manual to be provided by Maintenance Engineer.**
- (VII) Bidder(s) have to submit an affidavit to the effect that they have not supplied the offered item(s) to any Govt., semi Govt. / Pvt. Organization, Institution, Nursing Home etc. at the price lower than the price offered to AIIMS, Gorakhpur.
- (VIII) All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures of quoted model from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures. **Compliance statement to be submitted in a tabulated and point wise Proforma. Clearly mention of the page/ paragraph/ line number of original catalogue/data sheet/ technical literature, where ever required.**

18.

19. Comprehensive Warranty Period:

- a) The "**Complete System**" shall remain under comprehensive warranty period of **5 years** from the date of satisfactory installation. The Complete System should include the basic unit and allied supporting components.
- b) During comprehensive warranty period of 5 years, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a **proportionate deduction** in the form of penalty on pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, Institute shall have right to recover the losses / penalty from other sources as well.
- c) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
- d) During comprehensive warranty period, **bidder** shall maintain and keep **98% uptime** per year of the "**Complete System**" as per calculation given below:-

$$1 \text{ Year} = 365 \text{ days}$$

$$98\% \text{ of } 365 \text{ days} = 358 \text{ Days per annum}$$
- e) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 07 days stipulated above, comprehensive warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
- f) During comprehensive warranty period, **bidder** will make the "**Complete System**" in satisfactory working condition. In case, any spare parts, accessories, PCB, consumables etc. needs replacement due to normal wear and tear, **bidder** will supply and install the same for which no additional payment is to be made.
- g) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the comprehensive warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- h) During comprehensive warranty period, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Dy. Director, AIIMS Gorakhpur with one member from the bidder and one member from the Institute will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

20. After Sales Services: -

- a) The Complete System should include the basic unit and allied supporting components.

- b) During Comprehensive Annual Maintenance Contract, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval per year, a proportionate deduction in the form of penalty at the rate of 25% of contract amount per year will be deducted.
- c) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
- d) During Comprehensive Annual Maintenance Contract, **bidder** shall maintain and keep **98% uptime** per year of the **“Complete System”** as per calculation given below:-

1 Year = 365 days

98% of 365 days = 358 Days per annum.

- e) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 07 days stipulated above, comprehensive warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
- f) During Comprehensive Annual Maintenance Contract, **bidder** will make the **“Complete System”** in satisfactory working condition. In case, any spare parts, accessories, PCB, all type of consumables etc. needs replacement due to normal wear and tear; **bidder** will supply and install the same for which no additional payment is to be made.
- g) The payment of Comprehensive Annual Maintenance Contract will be made on **half yearly basis** after submission of satisfactory functioning report of the Complete System by the officials authorized by the Institute.
- h) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the Comprehensive Annual Maintenance Contract will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- i) During Comprehensive Annual Maintenance Contract, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Director, AIIMS. – Gorakhpur with one member from the bidder and one member from the Institute will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

21. Performance Security

- a) There will be a performance security deposit amounting to 10 % of the total value of the equipment including taxes, which shall be submitted by the successful bidder within 10 days from the date of issuance of Notification of Award (NOA).
- b) The NOA should be signed and submitted to Institute. It should be accomplished signifying the acceptance of terms & condition of the NOA. No payment will be released in case it is not complied with and, no interest on delayed payment admissible.
- c) The Performance security shall be denominated in Indian Rupees.
- d) Demand Draft / FDR/ Bank Guarantee in any one of the forms namely Account Payee Demand Draft or FDR or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Institute.
- e) Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the comprehensive warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

- 22.** An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.

23. Delivery period:-

- a) **For Indigenous goods or for imported goods if supplied from India:**

Six week from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earlier delivery period.

b) For Imported goods directly from foreign:

90 days from the date of opening of Letter of Credit. The date of delivery will be 60 days from the date of Bill of Lading/Airway bill. Bidders may quote earlier delivery period.

Note:

- a) Supplier has to submit clear documents for opening of LC to AIIMS Gorakhpur within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- b) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- c) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para (b) above.
- d) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods is to be counted in the above delivery period

Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause (clause 24 of GCC).

24. Liquidated Damage:

In the event of the Seller's failure to submit the Guarantees and Documents and supply the stores/goods, install the equipment, impart training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

25. Payment:

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.

A) *Payment for domestic goods or goods of foreign origin located within India.*

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

a) *On delivery:*

Seventy five percent (75% payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection committee, if any.
- (v) Manufacturer's warranty certificate.

b) *On Acceptance:*

- (i) Balance Twenty percent (25%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment. On account of non-rectification of defect/deficiencies liquidated damage (clause 24 of GCC.) will be applicable from final payment or PBG.

- (ii) Installation to be done within 15 days of CRC (Consignee Receipt Certificate), if unhindered access/site prepared; failing which liquidated damage (clause 24 of GCC) will be applicable from final payment.

B) Payment of Imported Goods:-

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

a) On Shipment:

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) 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 equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS and TUV prior to dispatch.

b) Ten percent (10%) payment 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 the following document:-

- (i) Installation certificate /installation report duly sealed and signed by the consignee, if **unhindered access/site prepared.**

c) On Acceptance:

Balance Twenty percent (20%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) as per Section XVIII of goods to be issued by the consignees 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 one month of successful trial run of the equipment.

- 25. **Part Supply:** No part supply/ wrong supply or short supply will be accepted by the Institute. The Director, AIIMS, Gorakhpur will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.
- 26. **Spares :-** The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including comprehensive warranty obligations; In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
 - iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during comprehensive warranty and CMC period (minimum 8 years).
- 27. **Incidental Services :-** The supplier shall be required to perform following services:-
 - i) Installation & commissioning, Supervision and Demonstration of the goods.
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

iii) Training of Purchaser's Doctors, Staff, Operators etc. for operating and maintaining the goods.

iv) Supplying required number of operations and maintenance manual for the goods.

28. **Packing & Marking:** - Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with indelible paint of proper quality as below:-

- a) Contract number and date
- b) Brief description of goods including quantity
- c) Country of origin of goods
- d) Purchaser's name and full address
- e) Supplier's name and full address

29. Supplier may have to provide required manpower for running the equipments at mutually agreed remuneration (Which shall not be more than remuneration payable for the particular category of staff at AIIMS) at the sole discretion of the Institute, till institute is able to arrange its own staff for the purpose.

30. **Insurance:** Insurance up to Gorakhpur will be borne / arranged by principal supplier/his Indian Agent.

31. **Installation & site plan:** Requirement regarding site/location for installation of equipment, if any, should be mentioned in the tender. Time required for installation of system after delivery must be mentioned. In case of delay in installation institute will have right to charge liquidated damage (LD) as per clause 24 of GCC.

Specify the following points for installation of the System: -

- a) Total power consumption along with breakup of main System and Accessories.
- b) Whether the System needs uninterrupted power supply.
- c) Maximum tolerated transfer time in case of interruption of power supply.
- d) Whether the System needs any humidity control device.
- e) Whether the System needs any separate power line/isolation Transformer.
- f) Does the System need the electrical shielding.
- g) Whether Air Conditioner is required for the System.
- h) Does it require special civil works for installation?

32. **Responsibility:**-The principal as well as its agent will be severally and jointly responsible for ensuring the minimum life span of 10 years for the equipment. Both the said principal abroad and his Indian agent will have the full responsibility for the proper functioning of the equipment/instruments within the warranty period and thereafter during the life span of the equipment.

33. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

34. In order to fully and optimally utilize the equipment, training to paramedical staff and Doctors should be provided. In continuation to this training separate maintenance training for the machine and the sub system should also be given to the Equipment Maintenance Engineer and Maintenance Technicians of the Institute. All the financial commitment in this regard shall be met by the firm/Principal.

35. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

36. **Notices:**-Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail it notice document must be verified by DSC.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

37. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder
- e) Failure of preventive/ periodic maintenance

38. Termination of Contract

- a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

39. Force Majeure:-

- (i) Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (v) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

40. **Fall Clause:** The prices charged for the equipment supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the equipment's of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Institute and the price payable under the contract of the equipment's supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

41. **UAM Number on CPPP**

In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

42. **Arbitration / Resolution of disputes:-**

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Gorakhpur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Gorakhpur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

43. **Applicable Law & Jurisdiction of Courts**

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Gorakhpur (Uttar Pradesh, India).

Administrative officer
AIIMS Gorakhpur

Advanced Phacoemulsification System

The Phacoemulsification system should be of the latest model with advanced features and facilities as specified below :

Fluidics:

1. The System Fluidics should be such that it allow the surgeon to maintain chamber stability as per its requirements during surgery taking into account the intraocular pressure and fluid egress perioperatively.
2. The System Fluidics should lead to excellent chamber stability via less variation in pressure during the procedure with
 - Highly non-compliant tubing
 - With capable venting of air in fluidics system
 - With latest technology of intraocular pressure monitoring and appropriately providing chamber stability
 - able to compensate for dynamic changes in intraocular pressure occurring in the fluidics during surgery
3. A good high capacity Dual Segment Pump technology
4. Should have the facility to use Vacuum level of 600 to 650 + mm Hg and reach Aspiration Flow Rates of 50 to 60 CC/ Min.

Phacoemulsification :

1. Longitudinal & Torsional or transverse blended Ultrasound Hand piece and facility with high efficiency Phaco tip which should be balanced for generating minimum heat at the wound site .
2. Capability to perform MICS , too, with sub 2.0 mm sizes as well with appropriate disposables .
3. The system should preferably indicate the Patient Eye Level or bottle height at all times during the surgery .
4. The System should also give warning for the Irrigation Empty Bag to prevent inadvertent complications
5. The handpiece should be able to drive latest generation Phaco tips like Kelman, Flared , Min flared angled & straight tips in both 1.1MM OR 0.9MM configurations.

Other Features :

1. Ergonomic Wireless Footswitch
2. Facility for integration with Surgical Guidance systems of any configuration and also display of machine parameters and guidance parameters by means of external accessory / or inbuilt adaptation for teaching, training & video presentations.
4. Facility to integrate with any High Definition Media device archiving system when connected to the system.
5. The System should be able to drive 20 Ga , 23 Ga or lesser Gauge anterior vitrectomy probe with high speed cut rates of 2500 or more CPM.
6. System should have a wireless remote control for easy changing of functions etc during surgery , a full fledged Graphic User Interface (GUI) complete with voice feed back when parameters are changed etc.

The machine should include standard accessories :

Wireless or wired footswitch

Vitreous cutter

Phaco-pack or Cassetts and sterilization tray

Bimanual & Coaxial Irrigation and aspiration handpiece

Daithemy pencil & cable

Compatible Bluetooth remote control

Compatible online UPS with inbuilt batteries

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Executive Director,
AIIMS Gorakhpur

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. AIIMS/Admn/Phaco./Optho/18/26A

NAME OF TENDER / WORK: - SUPPLY AND INSTALLATION OF PHACOEMULSIFICATION SYSTEM **FOR DEPARTMENT**
OF OPHTHALMOLOGY AIIMS GORAKHPUR.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE

Bidder's Name & Address :	To, Administrative Officer, AIIMS Gorakhpur Administrative office, Pin-273008.
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1. With reference to our Bid (Reference No. dated) forI works at AIIMS Gorakhpur, Uttar Pradesh, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :
 Name :
 Designation :
 Date :

(Sign with seal of bidder)

MANUFACTURER’S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

Executive Director
All India Institute of Medical Sciences,
Gorakhpur – 273008
(Uttar Pradesh, India)

Dear Sir,

Tender No :

Equipment Name :

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at and, do hereby authorize M/s. (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s.

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing should be signed by a Concern Person and to bind the competent and having the power of attorney manufacturer.

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Gorakhpur - 273008

In consideration of All India Institute of Medical Sciences, Gorakhpur [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s_____

[hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs._____(Rupees_) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs.

_____ (Rupees_____) as required under the terms and conditions of contract / work order no dated_____[hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We,_____the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs._____(Rupees_____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We_____the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____(Rupees_).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment

so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, All India Institute of Medical Sciences, Gorakhpur.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the _day of 201_ For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director authorized
signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Administrative office, AIIMS, Gorakhpur immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

Date: Place:

Seal of the Agency

(Signature of the Bidder)

Name:

Designation

Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ON NON-JUDICIAL STAMP PAPER OF RS. 100
Agreement for Comprehensive Maintenance Contract

1.0 This **Subject** agreement regarding the maintenance of <<equipment name, make, model, quantity>> made this day <<date of agreement>> by and between All India Institute of Medical Sciences Gorakhpur represented by Director (Hospital/user) (Herein after referred to as the First Party) and <<bidder name>> (hereinafter referred to as the "second Party") which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees.

2.1 The Agreement will be effective with effect from expiry of warranty period i.e. and will expire on after completion of CMC period of 5 years i.e.....

2.2 This Agreement concerns the maintenance contract of <<equipment name, make, model, and quantity>>, equipment on turnkey basis to be supplied by the Second Party according to Supply order(S) No. <<NOA Number>>. Further, the equipment is to be installed by the Second Party at the designed premises of the first party according to the schedule agreed upon.

The Second Party has submitted a **Performance Bond / Bank Guarantee (PBG) for 10% of the value of the equipment amounting to Rs. /- towards the execution of the Agreement and the warranty valid till the expiry of the warranty period of 60 months, or extended period of warranty of nil months as the case may be. The PBG should however be valid for at-least 60 months.**

On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party after the letter, second party has submitted a fresh Bank Guarantee for Rs. /- valid till expiry of the period of the service contract. The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall before 10% CMC contract amount value of the equipment referred to above. If any complaint is received which is not addressed by the firm which define time, the PBG amount of Rs. /- will be forfeited during the warranty of CAMC Period

3.0 Maintenance of the Equipment during Service Contract Period: -

3.1 It shall be the responsibility of the Second Party to keep the equipment including its accessories, covered under this agreement in good working condition during the entire service contract period of five years, which will start with the expiry of the warranty / guarantee period of the equipment. During the service contract period, the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order more than 5 hours during the period 8.00 AM to 5.00 PM on any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included the down time if it exceeds 2 days while calculation the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. Holidays observed by the institute shall be allowed from the total down time permissible as defined above. The equipment will thus be required to be maintained in satisfactory working condition for the minimum 347 days in each period of 365 days which defined the 95% guaranteed uptime required to be maintained in each such period of 365 days.

3.2 However, 5 days' time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

3.3 The Second Party will furnish a Bank Guarantee as stipulated.

4.0 Spares

4.1 Spares Parts During Guarantee / Warranty Period:

All spares parts required during the CMC period of the equipment for the satisfactory maintenance, the second Party as its cost, expenses and care shall provide running and upkeep of the equipment. All such defective parts / components replaced by Second Party during the guarantee period and Comprehensive Maintenance Contract period shall be property of the Second Party

5.0 Service Charges and Payment during Contract Period:

5.1 The maintenance service charges will become effective automatically after the expiry of the guarantee period or extended warranty period as stipulated in Para 8.11 of the Agreement from the date of Satisfactory installation and commissioning and handing over of the complete equipment including all accessories.

5.2 The Comprehensive Maintenance Contract (Excluding spare parts and consumables) Service charges payable during the service contract period by the First Party to Second Party shall be under:

Rate of 1st Year	=	Rs.
Rate of 2nd Year	=	Rs.
Rate of 3rd Year	=	Rs.
Rate of 4th Year	=	Rs.
Rate of 5th Year	=	Rs.

Note: The CMC charges shall be payable in Indian Rupees Only.

5.3 In case of CMC, these charges include the cost of replacement parts / Components/ Spares / Accessories etc. which shall be borne by the Second Party.

5.4 The payment of the Service Contract will be released to the firm in four equal instalments after verification of all service reports. The payment will be made after the expiry of each quarter.

5.5 The firm will arrange 4 regular visits (One every Three Months) every year for keeping the equipment in good working condition during the period of Service Contract. In addition to it, the firm will be responsible for attending to all emergency break down calls as and when required by the concerned department during the year.

5.6 No price revision will be accepted by the First Party during the tenure of the agreement.

5.7 Penalty Clause for CAMC period.

- I. If bidder fails to provide break down calls, periodic/preventive maintenance appropriate deduction of penalty at the rate of 25% of submitted PBG amount per visit will be deducted.
- II. If bidder fail to provide periodic/preventive maintenance penalty will impose on every failure of visit from submitted PBG @ 25%
- III. Replenish the performance bank guarantee at the end of financial year or when it's finally exhausted whichever is earlier.
- IV. Extent of penalty imposed or repeated failure to replenish/ repeated failure to attempt periodic/preventive maintenance or call report will invite blacklisting for participating in future tender inquiry.

6.0 Force Majeure:

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission 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 status and /or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not), civil war or state of war of insurrection, provided

that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

7.0 Arbitration:

7.1 if at any time, any question, dispute or difference whatever shall arise between the two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice writing of the existence of such a question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the second party/Third Party. Such a notice of the existence of any question, dispute or difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this agreement shall be deemed to have been forfeited and absolutely barred before providing with reference, the Arbitrators shall appoint/nominate as Umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Gorakhpur (India). The Arbitrators/Umpire shall give a reasoned award.

7.2 The provision of the India Arbitration Act in force and of rules framed there under and any statutory modification thereof shall be deemed to apply and be incorporated in this agreement.

7.3 Upon every or any such reference, the cost of any incidentals to the reference and award

(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

8. JURISDICTION:

The courts at Gorakhpur alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/ contract. It is specifically agreed that no court outside and other than Gorakhpur court shall have jurisdiction in the matter

By the said (Second Party)

For < >

Signature

Name

Designation

In the Presence of

(Witness Signature)

Name:

Address:

by the said (First Party)

For AIIMS Gorakhpur

Signature

Name

Designation

Signature

Name:

Address:

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

DECLARATION FORM

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the two supply orders
(without hiding any portion like Rate, Model etc.) of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given with the Financial Bid.

SIGNATURE AND STAMP OF THE BIDDER

MANDATE FORM
(Account/s Information form)
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/
NATIONAL ELECTRONIC
TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING
PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME TELEPHONE NO WITH COMPLETE ADDRESS,	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant)	
IFSC CODE	
MICR CODE OF BANK	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)
Signature of Customer

(Bank's Stamp)

(.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.
Please attach a Cancelled Cheque along with the account information form.

PRE-REQUISITE INFORMATION

[To be given on letter head]

Tender No.:

Sl.	Item / Work Description	Quantity (if any)
1.		
2.		
3.		
4.		
5.		

SIGNATURE AND STAMP OF THE BIDDER

Tender No. :

Details Disposable / Consumable (single used)

Sl. No	Name of Consumable	Quoted Rate per Unit	GST (%)	Amount (Including GST)

The above quoted rate will be inclusive of all applicable taxes

Integrity Pact
(On Non-Judicial Stamp paper of Rs. 100)

Between
 All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Gorakhpur",
 and
 hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Gorakhpur intends to award, under laid down organizational procedures, contract/s forThe AIIMS Gorakhpur values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Gorakhpur will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Gorakhpur

- 1) AIIMS Gorakhpur commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Gorakhpur, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Gorakhpur will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Gorakhpur will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Gorakhpur will exclude from the process all known prejudiced persons.
- 2) If AIIMS Gorakhpur obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Gorakhpur will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Gorakhpur's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Gorakhpur as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as

mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Gorakhpur is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

If AIIMS Gorakhpur has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Gorakhpur is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If AIIMS Gorakhpur has terminated the contract according to Section 3, or if AIIMS Gorakhpur is entitled to terminate the contract according to Section 3, AIIMS Gorakhpur shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Gorakhpur Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- 1. The AIIMS Gorakhpur will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 2. The AIIMS Gorakhpur will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Gorakhpur obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Gorakhpur has substantive suspicion in this regard, the AIIMS Gorakhpur will inform the same to the Chief Vigilance Officer.

Section - 8 Independent External Monitor

- 1. The AIIMS Gorakhpur appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Gorakhpur.
- 3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Gorakhpur including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-

Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Gorakhpur and recuse himself/herself from that case.

5. The AIIMS Gorakhpur will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Gorakhpur and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Gorakhpur, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Gorakhpur and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Gorakhpur, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Gorakhpur has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Gorakhpur.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Gorakhpur.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS
Gorakhpur Office Seal

Place: _____

Date : _____

For & on behalf of Bidder/Contractor
Office Seal

Witness 1: _____

Witness 2: _____

Certificate to be submitted by Bidder:-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

Or

Certificate to be submitted by Bidder for work involving possibility of sub- contracting:-

"I have read the clause regarding restriction on procurement from a bidder of a country with share a land border with India and on sub-contracting to contractors from such country; I certified that this bidder is not from such a county or, if from such a county, has been registered with the competent authority and will not sub- contract any work to a contractor form such countries unless such contractor is registered with the competent authority. I hereby certified that this bidder fulfils or requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached].

Signature and Stamp of the Bidder