



अखिल भारतीय आयुर्विज्ञान संस्थान भोपाल (मप्र)
All India Institute of Medical Sciences, Bhopal (Madhya Pradesh)

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Bhopal, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Bhopal with the selected bidder/firm/agency.

Saket Nagar, Bhopal (M.P.) – 462020

साकेत नगर भोपाल (मप्र) 462020

Tele: 0755-2672376

Website: www.aiimsbhopal.edu.in / www.eprocure.gov.in

Email: spsa@aiimsbhopal.edu.in



SINGLE TENDER ENQUIRY

Notice Inviting Tender for Supply, installation, Testing and Commissioning of of “Rotational Atherectomy System” for Department of Cardiology at All India Institute of Medical Sciences, Bhopal

CRITICAL DATE SHEET

Published Date	04.09.2024 at 03:00 PM
Bid Document Download / Sale Start Date	04.09.2024 at 03:30 PM
Pre Bid Meeting Date	10.09.2024 at 03:00 PM
Bid Submission Start Date	17.09.2024 at 05:00 PM
Bid Submission End Date	30.09.2024 at 03:00 PM
Bid Opening Date	01.10.2024 at 03:30 PM

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All India Institute of Medical Sciences, Bhopal (Madhya Pradesh)

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Subject: Tender for Procurement of “Rotational Atherectomy System for Department of Cardiology under PAC at All India Institute of Medical Sciences, Bhopal

1. The Executive Director, All India Institute of Medical Sciences, Bhopal invites online bid under Two Bid (Technical Bid & Financial Bid) system for Procurement of **“Rotational Atherectomy System”** for Department of Cardiology at AIIMS Bhopal. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsbhopal.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS Bhopal web site www.aiimsbhopal.edu.in** and Central Public Procurement Portal (CPPP) e-procurement website <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 shall be completely rejected and tenderer is liable to be banned from doing business with AIIMS Bhopal.
6. **Validity of Tender:** The validity of the Bid tender Document shall be for **180 days (Six Months)** and after the acceptance and issue of Notification of award/conclusion of Rate Contract, the rates shall be valid for initial one year extendable further for one year on mutual agreement based on satisfactory performance basis after completion of initial one year period.
7. **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:-** The Bidder Companies, those have registered under Make in India initiative and producing their products under **“Make in India Policy of Government of India”** shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.
8. It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the “Make in India” Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.
9. It may be noted that this e-tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and other all relevant orders issued by the Government of India from time-to-time.
10. (a) The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the

case may be. They shall also give details of location(s) at which the local value addition is made.

(b) In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

11. The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
12. **Manual bid shall not be accepted in any circumstance.**
13. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
14. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
15. Manufacture/OEM/Dealer/Distributor must provide evidence of having supplied same item in government hospital/organization or reputed private hospital/organizations in India.
16. The committee may negotiate price before awarding the bid.
17. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
18. Conditional bid will be treated as unresponsive and it may be rejected.
19. Kindly read the **Instructions for Online Bid Submission carefully for bidding process.**
20. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
21. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the I/c Senior Procurement cum Stores Officer, AIIMS Bhopal through e-mail: spsa@aiimsbhopal.edu.in on or before end date of clarification as per critical date sheet.
22. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**I/C Senior Procurement cum Stores Officer (H),
AIIMS, Bhopal (M.P.)**

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

- 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India(e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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.
- 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.

SEARCHING FOR TENDER DOCUMENTS

- 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) 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.
- 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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
- 3) 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.
- 4) 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.

- 5) 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.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time (i.e. on or before the bid submission time). Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) 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 colored (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 submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) 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.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all 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. 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.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie 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.
- 11) 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.

ASSISTANCE TO BIDDERS

- 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.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.

Other Terms & Conditions

1) Performance Security Deposit:

- a. The successful bidder shall have to submit a performance guarantee (PSD) @ 5% of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days band up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case of the contract fails to submit the requisite PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.
- b. Successful supplier/firm should submit performance guarantee as prescribed in favour of "All India Institute of Medical Sciences, Bhopal" and to be received in the Office of I/C Senior Procurement cum Stores Officer, Central Stores, Vishwakarma Bhawan, 1st Floor, AIIMS Hospital Complex, AIIMS Bhopal (M.P.) Pin-462020 before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 5% of the contract value.
- c. The Performance Guarantee should be established in favour of "**The Executive Director, All India Institute of Medical Sciences, Bhopal**" through any Schedule Bank with a clause to enforce the same on their local branch at Bhopal.
- d. Validity of the Performance Security Deposit shall be for entire contract period and beyond 60 days (i.e. 62 Months) and Amount will be released after the certificate of Final acceptance to release PSD by the User Department (i.e. Cardiology), AIIMS Bhopal.

- 2) Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be effected within 90 days from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per **clause no. 4.**

- 3) Purchase Order** will be placed as per requirement of institute.

- 4) Penalty:** If the suppliers fails to **Supply** place any or all the material or perform the service by the specified date as **mentioned** in purchase order, penalty at the rate of **0.5% per week or part thereof delayed** value of goods subject to the maximum of **10% of delayed goods value will be imposed.**

In case the bidder fails to supply the ordered quantity within the stipulated time limit, the supplied material is found to be of suboptimal quality or the flow of supply is not regular, the purchaser in benefit of patient service, reserves the right, to reallocate the supply to next participant or may purchase the goods from open market and recover the difference in cost of purchase from the successful bidder.

Non-execution of supply order - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Central Stores timely.

- 5) Right of Acceptance:** **The Executive Director, AIIMS Bhopal** reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. **The Executive Director, AIIMS Bhopal AIIMS, Bhopal** also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

- 6) Inspection of Supplies:-** Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Executive Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises.

7) Warranty : (05 Year Onsite Comprehensive Warranty including Spare Parts & Labour etc.)

- i. Supplier should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least **5 years** after the guarantee/warranty period.
- ii. The manufacturer should also give warranty/guarantee that will keep the institute informed of any up-date of the equipment over a period of next **10 years** and undertake to provide the same to the institute at no extra cost. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- III. Guarantee/warranty to the effect that before going out of production of spares parts , the manufacturers and/or PAC Vendor will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts not covered in the warranty/CMC, otherwise it is the responsibility of the OEM/Supplier to ensure the availability for 10 years from the date of installation.
- IV. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.
- V. **The supplier warrants comprehensively for 60 months Onsite Warranty including Spare Parts, consumables & Labour etc.** that the Equipment/Stores supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India. Warranty as well as Comprehensive Maintenance Contract (CMC) should be inclusive of:
 - No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Gas cylinders required for the functioning of the equipment will be provided free of cost during the warranty for appropriate functioning of the equipment.
 - All kinds of sensors, probes, transducers and reusable and all other accessories.
 - Filters, Membranes, and all other consumables.
 - Plastic & Glass Parts against any manufacturing defects.
 - Printers and imagers including laser and thermal printers with all parts.
 - Internal battery of the equipment, wherever required.
 - UPS including replacement of batteries and timely check-ups as per safety standards should be ensured.
 - Turnkey work (Civil, Electrical, AC & R,HVAC, Painting etc.), Furniture and all other items supplied under purchase Order/Tenders hall be covered under Warranty and CMC, if applicable.
 - Coating/Painting of the equipment (whenever required)
 - All third party items supplied with equipment
 - Replacement and repair will be under taken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
 - Hands on training and demonstration shall be provided to the user department/technical staffs during installation and as and when requested by user department
 - The firm will be required to warranty/guarantee that during the warranty period as well as during the service contract period, the equipment including the accessories will be maintained in good working condition for a period of 358 days out of a period of 365 days (i.e. 98% uptime).
 - If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially should also be included in the down time.

- After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
- VI. Upon receipt of such notice, the supplier shall, within 8 hours on a 24 X 7 X 365 basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/Equipment/Stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. The Penalty clause for non-rectification will be applicable as per tender conditions.
- VII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 72 hours on a 24 X 7 X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- VIII. Supplier has to provide annual calibration of medical equipment as per NABH Standards, under Warranty and CMC.
 - a) All master instruments/tools used for calibration shall be calibrated and traceability certificate shall also be provided.
 - b) Calibration reports/certificates shall be submitted in the standard format
 - c) Calibration sticker has to be pasted on the each equipment, indicating calibration done date and next calibration due date.
- IX. Supplier has to ensure electrical safety of equipment as per standards and quality assurance of the medical equipment.
- X. Hands on training and demonstration shall be provided to the user department/technical staffs during installation and as and when requested by user department.
- XI. If supplier fail to repair the equipment or wants to take equipment out from the AIIMS Bhopal for repair beyond stipulated time period then they should provide a stand-by equipment within 7 days.
- XII. **During Warranty period, the supplier is required to visit at consignee's site at least once in 3 months (i.e. commencing from the date of the installation) for preventive maintenance of the Equipment/Stores.** PMS to be performed with submission of PMS report. PMS sticker has to be pasted on the equipment, indicating PMS done date and next PMS due date.
- XIII. Supplier has to provide onsite repair and maintenance of medical equipment under warranty and CMC through authorized service personnel only.
- XIV. Supplier shall provide documents with equipment such as SOP, regulatory clearances, quality/safety/calibration certificates, factory testing certificate, user manual, cleaning/disinfection procedure etc.
- XV. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- XVI. The tenderer hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/Warranty that the said goods / equipment / stores/articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:-
 - a. Supplier should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales services.
 - b. Supplier has to provide onsite repair and maintenance of medical equipment under warranty and CMC through authorized service personnel only.

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- c. It is specifically required that the Supplier will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- XVII. If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- XVIII. The Supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and Equipment supplied by them to the purchaser for 10 years from the date of installation and handing over
8. **CMC for 5 Years period after completion of 5 Years onsite free of Cost Warranty:** - The Supplier will give an onsite guarantee/ warranty for trouble free functioning and maintenance of the facility for **5 Years** including spares and labour from the date of installation, commissioning and acceptance of the facility. The Supplier would submit a performance bank guarantee for 5% of the cost of the Purchase Order for the period of warranty plus **2 months** indemnifying the hospital against all losses incurred by the hospital during the warranty/maintenance period in the format given at **"ANNEXURE-V"**. This has to be submitted within the period of 15 days after receiving of the Notification of Award. The firm shall also quote for CMC charges which is applicable for the next **5 years** after expiry of the comprehensive warranty period of **5 years** in the **"Price Bid"** for instruments/item (on which the Warranty/Guarantee applicable).
- After completion of 5 Years Warranty/Guarantee the Supplier Party will be responsible for communicating with AIIMS Bhopal about the CMC & CMC will initiate from the very next date after the expiry or last date of the warranty period . The Supplier will submit a performance bank guarantee for **5 % or as per the prevailing rates of the approved cost of the CMC Value/Contract before the completion of 5 Years in the form of FD/BG in favour of" Executive Director AIIMS Bhopal" to be deposited for a period of 62 months towards PSD Preferably in last Quarter of 5th Year**, After receiving of the CMC Performance Guarantee, AIIMS Bhopal has the right for acceptance of the same or to allow Vendor/Supplier to operate CMC for 5 Years (from 6th Year's onward) as per the **CMC** price quoted in the **"Price Bid"** . The original Performance Security of contract will be returned only after submission and verification of CMC PSD (if there is no other claim).
9. **Spare Parts:** The separate price list of all spares and accessories and consumables, if any,(including minor) required for maintenance and repairs in future after guarantee/warranty period must be uploaded in the Format given at **"ANNEXURE-VII"** failing which quotation will not be considered. The Vendor is requested to ensure the availability of Spare parts for next 10 years.
10. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement.
11. **Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
12. **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.
1. **Payment for Domestic Goods OR Foreign Origin Located Within India.**
- a) **On delivery:**
- 80% payment of the contract 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 in original issued by the authorized representative of the consignee
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Certificate of Insurance , If any
- (v) Inspection certificate issued by the nominated Inspection agency, if any
- (vi) Certificate of origin.
- (vii) Warranty Certificate

b) On Acceptance

Balance 20% payment would be made against Final Acceptance Certificate (FAC) 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 to two weeks of successful trail run of the equipment.

2. Payment for Imported Goods:

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

a) On Shipment:

Eighty percent (80%) 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 favor 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 Landing/Airway bill;
- (iii) Two Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate
- (v) Manufacturer's/Supplier's warranty certificate
- (vi) Manufacturer's own factory inspection report (if any)
- (vii) Certificate of origin

b) On Acceptance

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate (FAC) issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favor 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 to two weeks of successful trail run of the equipment.

c) Payment of Indigenous Goods:

Payment of indigenous goods will be paid as per the applicable payment terms i.e. 80% on delivery (CRC) and 20 % on acceptance (FAC). Delivery of the indigenous goods should be in line with the imported equipment.

d) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

e) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

3. Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on annual basis after satisfactory completion of said period, duly certified by the consignee/user/Nodal officer on receipt of bank guarantee for an amount equivalent to 5% of the cost of the CMC contract in the prescribed format given in **Section VI** valid till 2 months after expiry of entire CMC period.

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

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7. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
8. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
9. While claiming reimbursement of duties, taxes etc. (like GST, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 13) Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 14) Discrepancies in Prices:**
- If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
 - If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
 - If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 15) Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.
- Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Bhopal party may, at least option to terminate the contract.
- 16) Breach of Contract:** In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Bhopal. In that event the security deposit shall also stand forfeited.
- 17) Good & Service Tax:**
- GST rates applicable on the quoted item may please be mentioned in the bid document.
 - It may be confirmed if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.
“ Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Bhopal by way of commensurate reduction in the prices”.
 - HSN Code for each item should be clearly mentioned on BoQ/Financial Bid.

18) Fall Clause:

- i. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/ Public Undertaking during the period of the contract.
- ii. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- iii. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

- 19) Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Executive Director, AIIMS Bhopal to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Executive Director, AIIMS Bhopal. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from amongst the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

- 20) Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhopal, Madhya Pradesh and all obligations hereunder shall be deemed to be located at Bhopal, Madhya Pradesh and Court within Bhopal, Madhya Pradesh will have Jurisdiction to the exclusion of other courts.

**I/C Senior Procurement cum Stores Officer (H),
AIIMS, Bhopal (M.P.)**

Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

- a) **Undertaking for acceptance of Terms & Conditions of AIIMS Bhopal against the NIT** should be *executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary* and submitted by the participating Bidder/Supplier Company, duly signed and Stamped with Technical Bid Document as per Format given at **Annexure-III**
- b) **Criminal Liability undertaking - Annexure-IV**
- c) **Undertaking for non-blacklisting** by any Govt. Institution in last three Financial years period and no case pending against firm in any Court/CBI/FEMA on **Non-judicial stamp paper worth of ₹. 500/-** as per Format Given at **Annexure-III**.
- d) **Pre-Contract Integrity Pact on Non-judicial stamp paper worth of ₹. 500/-** as per Format Given at **Annexure-VI**.
- e) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/ Supplier/trader relevant document should be uploaded.
- f) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- g) **CDSCO Certificate (as applicable for this equipment) must be enclosed with Technical Bid.**
- h) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed, copy of previous Purchase order RC Copy from Central government institutions/ INIs, such as **AIIMS Delhi, PGI Chandigarh, JIPMER, SGPGIMS or RML**, for the rates reasonability for the earlier supplied same items in any of the last three Financial Years as per the **Annexure II. (Bidder / OEM/ Manufacturer)**
- i) Copy of Certificates/Standards for confirming the Quality of Supplied product: The quoted Item/Items should have applicable quality mark such as ISI/BIS/WHO GMP/COPP Certificate/USFDA/CE (European)/ISO 9001 for Quality assurance in Production and its utmost safety compliance for use in patient care should be mentioned and the copy of such applicable certification must enclose with the Technical Bid document.
- j) **Country of Origin: The Country of origin (COO), represents the country or countries of manufacture, production, design, or brand origin where an article or product comes from.....**
- k) "Declaration by the Bidder" as mentioned in tender document should be uploaded (Bidder). as per **Annexure - VIII**
- l) Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organization/reputed Private Organization or DGS&D rate in recent past.
- m) Point wise compliance statement of technical specification as per **Annexure - I**

PRICE BID

- (a) Price bid in the form of BOQ_XXXX.xls.

Tender for Procurement of “Rotational Atherectomy System” for Department of Cardiology under PAC mode at AIIMS Bhopal

S.No.	OEM	Description	Qty (No.)
01	M/s Bostan Scientific Corporation, USA	Rotational Atherectomy System Accessories:- 1) Rotawire (Latest technology) Qty-11 2) Pre connected burr with advancer, Qty-11(Burr size 1.5mm Qty-8 & Burr size 1.75mm Qty-3)	01 Set
The required in-situ works like Electrical/Plumbing/Civil Works and any accessories, if required for Equipment installation, will carried out and borne by the OEM/Authorized Vendor/Agency, and for this purpose no extra payment, whatsoever will not paid by AIIMS Bhopal to any Agency, means the supplier agency deal the Equipment, supply and Installation work on “turnkey basis”.			

Technical Specifications

Sl. No.	Technical Specifications for Rotational Atherectomy System
1.	Console:- Rotation Atherectomy System console should be the latest technology and have the following
a.	Vibrant digital display- Enhance d feedback and deceleration indicator
b.	IV Pole Clamp-Installation flexibility
c.	Deceleration Alerts-Safety Feature Indicate 5k and 10k drops
d.	Check Pressure Indicator Alerts you if the console is receiving less than 30 PSI (206.8kPa) of compressed gas
e.	Streamlined Connections-Quick and easy setup
2.	Cart:- The system should be provided with dedicated mobile cart by the same manufacturer making it easier to transport, use and set up the console along with incorporated IV pole.
3.	Burr catheter with Advancer
a.	Easy-to-use controls- Incorporated on the advancer
b.	Ergonomic dynaglide™ Design-Simple system removal
c.	Hybrid Harness- Improved cable management
d.	Hands-free DynaGlide: Additional functional functionality added to control DynaGlide via advance knob button for easier for single-operator technique
e.	More Responsive: Adjusted advance knob deactivation settings; shortened load time in normal and DynaGlide mode.
f.	Smoother Sound: Improved rotation stability; smooth auditory feedback. Rotation On/Off button located on Knob
g.	DynaGlide On/Off button located on the Advancer

ANNEXURE-II

Format of Experience certificate

Sl. No.	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

- User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed.
- Copies of supply orders of the same models quoted (**without hidden price for rate justification**).

ANNEXURE-III

Undertaking for Acceptance of Terms & Conditions of AIIMS Bhopal

(Should be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary and submitted with Technical Bid Document)

NIT for supply, Installation and Testing of Rotational Atherectomy System – 01 Set in the Department of Cardiology at AIIMS Bhopal, Saket Nagar, Bhopal-462020

To

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

Sir,

1. The undersigned certify that I have gone through the terms and conditions mentioned in the NIQ document and undertake to comply with them. I have no objection to any of the content of this NIQ document and I undertake not to submit any complaint/ representation against the NIQ document after submission date and time of the NIQ. The rates quoted by me/us are valid and binding on me/us for acceptance till **01 Year**.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply, Installation and Testing the approved awarded Consumables/Equipment/Instruments/Apparatus/items in the approved prices to AIIMS Bhopal, during the period.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhopal, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. **If any article found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.**
5. I/We hereby undertake to supply, Installation and testing the items during the validity of this NIQ as per directions given in supply, Installation and Testing order within stipulated period positively.
6. If I/We fail to supply, Installation and testing the stores/Equipment in stipulated period the AIIMS Bhopal hospital has full power to compound the loss through imposing penalty as per the Terms and Condition of this NIQ or forfeit the Bid Security/security deposit.
7. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the Supplier Agency or manufacturer.
8. I undertake to supply, Installation and testing the order within stipulated period and if fails to supply the order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.
9. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description submitted along with Technical Bid.
11. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Trouble shooting/Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to AIIMS, Bhopal.

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12. I/we do accept/ agree for the all clauses including the 05 years onsite Warrantee inclusive of all spares, consumables and labour etc. and after expiry of warranty period, the 05 years CMC for Equipment on approved rates and payment terms and conditions of this tender/NIQ enquiry.
13. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
14. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
15. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.
16. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
17. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the NIQ and in doing so I will not have any objection if my NIQ is rejected on that ground.
18. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Consumables/Equipment/stores at the prices and rates not exceeding those mentioned in the price bid or MRP in any condition.

Affirmation

I pledge and solemnly affirm that the information submitted in this NIQ Document is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity period. The Director, All India Institute of Medical Sciences, Bhopal (M.P.) will have full authority to take appropriate action as he/she may deem fit.

Signature of the Supplier Agency Authorized Signatory with seal of the firm

(Name of Supplier Agency)

,

Place

Date:/...../2024

ANNEXURE – IV

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary and submitted with Technical Bid Document)

NIT No:

Dated:/...../2024

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

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

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

.....

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

Name & Signature

Seal of the participating Supplier Agency Authorized Signatory with Date

Affirmation/Verification

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Five Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT BHOPAL OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BHOPAL . BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

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

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Bhopal (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND

WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Bhopal" in the form of Bank Guarantee for Rs..... [5%(Five percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Bhopal on demand and without protest or demur (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Bhopal (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We, (name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

b. Our liability under this Bank Guarantee shall not exceed` (Indian Rupeesonly).

c. This guarantee shall be valid up to **62 (Sixty Two) months** from the date of satisfactory installation of the Equipment/Stores in the User Department at AIIMS Bhopal i.e. up to ----- (indicate date).

d. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Bhopal serves upon us a written claim or demand on or before(Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at ourbranch office atsituated at.....
(Address of local branch).

Yours truly,

Signature and seal of the GuarantorName of the Bank:.....

Complete Postal Address:

ANNEXURE–VI

PRE-CONTRACT INTEGRITY PACT

(Should be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary and submitted with Technical Bid Document)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the ____ (month and year) between, the Executive Director & CEO, acting through I/c Senior Procurement Cum Stores Officer, AIIMS Bhopal (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part AND

M/S _____ represented by Shri _____, (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the Bidder/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a autonomous institute under MoH& FW, GOI.

Objective:

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement,

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

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

1. Commitments of the BUYER

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

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.14. The BIDDER signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15. In case of sub-contracting, the BIDDER shall take the responsibility of the adoption of IP by the sub-contractor.

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ as specified in the NIT/Bid as Earnest Money/Security Deposit, with the BUYER through any of the instruments mentioned in NIT/Bid in favour of the Executive Director, AIIMS, Bhopal.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2. The Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

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(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the AIIMS, Bhopal for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently.

(1) Shri Vasu Mitra Arora, (email : vasu.iem@aiimsbhopal.edu.in, Mobile No: 8400400926)

(2) Shri Sunil Kumar Gupta, (email : sunil.iem@aiimsbhopal.edu.in, Mobile No: 9490413994)

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor,

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upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Procurement such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the Executive Director, AIIMS, Bhopal, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions

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

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12.3. The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by it provisions

AIIMS BHOPAL

Bidder

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS BHOPAL in regard to involvement of Indian agents of foreign suppliers.

RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES (If Any)

Sr. No.	Name of the item (as per the NIT, Schedule of Requirement)	NAME OF THE CONSUMABLE/ SPARE/ OPTIONAL ACCESSORIES	UNIT	PRICE (IN Rs.) PER PIECE OR PER UNIT (IN FIGURE)	PRICE (IN Rs.) PER PIECE OR PER UNIT (IN WORDS)	*TAXES & Other Expenditure (IF ANY)
1.	<u>Rotational Atherectomy</u> System -01 Set					

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

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

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

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL		
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)		
PFMS UNIQUE CODE :-		
VENDOR REGISTRATION FORM		
S.No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number	
5	Aadhaar Number	
6	TAN Number	
7	TIN Number	
8	Service Tax No	
9	Address1	
10	Address2	
11	Address3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	-
20	Bank Name	
21	IFSCCode	
22	Account Number	

DATE :
PLACE :

VENDOR SIGNATURE WITH SEAL

Department Name: **Forwarded by HOD/In charge**

Note: All related documents also enclosed with this form self-attested

ANNEXURE – IX

Declaration by the Bidder:

1. I am authorized signatory of the agency/firm and am competent to sign this declaration and execute this tender document.
2. 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
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Bhopal and/or prosecuted as per laws.
4. 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.
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 Senior Procurement cum Stores Officer, AIIMS, Bhopal 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. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :