
**Bid Document for Supply of Latest Generation Multi-Slice
CT Scanner for Veterinary Applications**

**Principal Investigator, AINP on DIMSCA, RAJUVAS,
Bikaner**

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**All India Network Programme on Diagnostic Imaging and Management
of Surgical Conditions in Animals (DIMSCA), RAJUVAS, BIKANER**

**Tender document for supply of Latest Generation Multi-
Slice CT Scanner for Veterinary Applications**

Reference No: RAJUVAS/AINP-DIMSCA/2015-16/337, Dated 03-03-2016

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Procuring entity:	Principal Investigator, AINP on DIMSCA, RAJUVAS, Bikaner
Date & Time of Publication of NIT	03-03-2016 at 11.30 AM
Last Date & Time of Submission of Bid	19-03-2016 at 02:00 PM
Date & Time of Opening of Technical Bid	19-03-2016 at 3:00 PM
Date and Time of Opening of Financial Bid	21-03-2016 at 3.00 PM

**Cost of Tender Document: Rs. 1000 (Rupees One Thousand only)
E-Tender processing fee: Rs. 1000/- (Rupees One Thousand Only)**

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory):			
Correspondence Address:			
Mobile No		Telephone & Fax Nos.:	
Website & E-mail :			

**Principal Investigator, All India Network Programme on Diagnostic Imaging
and Management of Surgical Conditions in Animals (DIMSCA),
Rajasthan University of Veterinary and Animal Sciences, Bikaner**

Other information:

1. Region: Bikaner

Address for correspondence:

**Principal Investigator, All India Network Programme on
Diagnostic Imaging and Management of Surgical
Conditions in Animals (DIMSCA),
Rajasthan University of Veterinary and Animal Sciences
(RAJUVAS), Bijay Bhavan, Near Deen Dayal Upadhyaya
Circle BIKANER**

2. Phone No. 0151-2521282

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ABBREVIATIONS & DEFINITIONS

Authorized Signature	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bidder	"Bidder" means any Original equipment manufacturer (OEM) of Latest Generation Multi-Slice CT Scanner or its representative/ authorized dealer in India
CAMC/AMC	Comprehensive Annual Maintenance contract including spare parts/ Annual Maintenance contract
Contract	"The Contract" means a legally enforceable agreement entered into between Principal Investigator, All India Network Programme- Diagnostic Imaging and Management of Surgical Conditions in Animals (DIMSCA), RAJUVAS, Bikaner and the selected bidder with mutual obligations
Supply Period	The supply period shall commence from the date of issue of supply order till 120 days.
Contract Period :	The Contract Period shall be 12 Months from the completion to date of supply order.
Day	"Day" means a calendar day as per GoR/ Gol.
Office :	Principal Investigator, AINP on DIMSCA, Rajasthan University of Veterinary and Animal Sciences, Near Deen Dayal Upadhyaya Circle, Bikaner
DD :	Demand Draft
EMD	Earnest Money Deposit payable at Bikaner
FOR	Free on cost of rent.
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
ML	Manufacturing License
NIT	Notice Inviting Tender
OEM	Original equipment Manufacturer
Representative	Authorized representative of OEM for submission of Bid
PAN	Permanent Account Number
PC	Procurement Committee/ Purchase Committee
Supply Site	"The supply Site", wherever applicable, means the designated place
PSD/ SD	Performance Security Deposit
Purchaser/Tendering Authority	Person or entity that is a recipient of a good or service provided by a seller (Bidder) under a purchase order or contract of sale. Also called buyer.
RFP	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
Services	"Services" means the services to be delivered by the successful bidder. A service is the intangible equivalent of an economic good.
State Government	Government of Rajasthan.
STQC	Standardisation Testing and Quality Certification, Govt. of India
TIN	Tax Identification Number
TPA	Third Party Inspection Agency
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order
Guarantee & Warranty	Three years (On site) from the actual date of delivery without any cost.

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SECTION 1: INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

1. Principal Investigator, All India Network Programme on Diagnostic Imaging and Management of Surgical Conditions in Animals (AINP- DIMSCA), RAJUVAS, Bikaner, invites electronic bid (e-Bid) proposals from OEMs or its representative/ authorized dealer, who meet the minimum eligibility criteria as specified in this bidding document for “Supply of Latest Generation Multi-Slice CT Scanner (not refurbished) for Veterinary Applications under Principal Investigator, AINP- DIMSCA, RAJUVAS, Bikaner”, as detailed in this RFP document.
2. The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, for the purpose of downloading. The document can be seen on the Website of Rajasthan University of Veterinary and Animal Sciences, Bikaner www.rajivas.org and that of State procurement Portal www.sppp.rajasthan.gov.in.
3. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in>
4. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safe crypt, N code etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
5. A single-stage two envelope selection procedure shall be adopted.
6. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal. However, DD/Banker cheque for Tender Fees, EMD (DD/ Banker cheque) payable in favor of Principal Investigator, AINP- DIMSCA, RAJUVAS, BIKANER, payable at Bikaner and Processing Fees payable in favor of managing director, RAJCOMP info services limited, and payable at JAIPUR. Tender fee, EMD and processing fee DD should be submitted physically at the office of Tendering Authority as prescribed in NIT and Scanned copy of same should also be uploaded along with the technical bid/ cover.
7. Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance (in time) so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
8. Bidders are also advised to refer “Bidders Manual Kit” available at e-Proc website for further details about the e-tendering process.
9. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
10. Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for training may contact e-Procurement Cell RISL for booking the Training slot:
 - a) Contact No. 0141-4022688 (Help desk 10 am to 6 pm on all working days)
 - b) E-mail: eproc@rajasthan.gov.in
 - c) Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Seheme, Jaipur.

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NOTICE INVITING TENDER-NIT No: 4 of 2015-16

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/337, Dated 03-03-2016

Principal Investigator, AINP-DIMSCA, RAJUVAS, Bikaner invites electronic bid (e-Bid) single stage two Envelopes unconditional competitive E-Bids from the eligible bidder for the Supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications. The tender/Bid shall only be submitted through online tendering system of www.eproc.rajasthan.gov.in (can also be viewed on www.rajivas.org and www.sppp.rajasthan.gov.in) as per the schedule given below:

Nature of the Work	Supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications
Cost of Tender Document (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Tender Processing Fee (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Estimated Project Cost	Rs.250.00 lacs (Two Hundred and Fifty Lacs Only) or equivalent foreign currency (USD/Euro)
Estimated No. of equipment	1 (one only)
Earnest Money Deposit (EMD)	Rs. 500,000 (Five lacs Only)
Publishing Date/Time	03-03-2016 at 11.30 AM
Document Download Start Date/Time	05-03-2016 at 11:30 AM onward
Bid submission Start Date/Time	05-03-2016 at 11:30 AM onward
Document Download End Date/Time	19-03--2016 at 01:30 PM
Bid submission End Date/ Time	19-03--2016 at 02:00 PM
Last date of Submission of Banker's Cheque /Demand Draft for Tender Fee, EMD, and Processing Fee*	Up to the date at 19-03--2016 at 02:30 PM
Technical Bid Opening Date/Time	19-03--2016 at 3:00 PM
Financial Bid Opening Date/Time	21-03-2016 at 3.00 PM
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in

* In case, any of the bidders fails to physically submit the Banker's Cheque /Demand Draft for Tender Fee, EMD, up to 02:30 PM on dated 19-03-2016 to the Principal Investigator, AINP-DIMSCA, RAJUVAS, Bikaner its Bid shall not be accepted. The Banker's Cheque/Demand Draft should be drawn in favor of Principal Investigator, AINP- DIMSCA, RAJUVAS, BIKANER payable at Bikaner for tender document fee. The amount of processing fee should be payable in favor of Managing Director, Raj-Comp Info Services Limited, JAIPUR payable at Jaipur.

Principal investigator
AINP-DIMSCA
RAJUVAS, Bikaner

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SECTION 2: ELIGIBILITY CRITERIA

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	1. The bidder should be a company registered under Indian Companies Act, 1956 on or before 1 st April 2008. 2. The Bidder shall be an OEM or its representative/ authorized dealer 3. The bidder should be having ISO 9001:2008 certification for manufacturing process of Latest Generation Multi-Slice CT Scanner	1. Copy of Certificate(s) of incorporation 2. Authorization Certificate from OEM (if represented by authorized signatory) 3. Copy of certificate.
2.	Turnover	Annual Turnover of the bidder during each of the last three financial years, i.e., 2012-2013, 2013-14 and 2014-15 (as per the last published audited balance sheets), should be at least Rs. Five Crore.	CA Certificate with CA's Registration Number and Seal indicating total turnover of the bidder in given 3 years.
3.	Net Worth	The net worth of the bidder in the last three financial years, i.e. 2012- 2013, 2013-14 and 2014-15 should be positive.	CA Certificate with CA's Registration Number/ Seal indicating net worth of the firm in last 3 financial years
4.	Latest Generation Multi-Slice CT Scanner Sales in India	The bidder should have sold average 2(Two or more) CT Scanner in India during each of the three (03) Financial years starting from 1st April 2012 till 31st March 2015	Statutory Auditor Certificate or Certificate from the Company Secretary of the bidder clearly specifying year wise sales of CT Scanner in India.
5.	Tax registration and clearance	The Bidder should have a registered number of i. VAT/Sales Tax where his business is located - Copies of relevant registration certificates –Valid VAT clearance certificate ii. Service Tax. iii. Income Tax / PAN / TIN number. The bidder should have cleared his VAT dues to	From the CTO of the circle concerned

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			the State Government of Rajasthan, if applicable	
6.	Blacklisting bidder		<p>A bidder is not eligible to Participate/ bid in this project</p> <p>i) if it has been black listed/debarred from Participating in any procurement activities for Fraudulent or corrupt practices by any Country, State or Central Government or UT in India are not allowed to bid</p> <p>ii)if at any time after participation in the bid and before completion of the bid contract, it is black listed/debarred Participating in any procurement activities for Fraudulent or corrupt practices by any Country, State or Central Government or UT in India are not allowed to bid</p>	A Self Certified letter as given in the Annexure-4
7.	Service Centre during guarantee & warranty period without any additional cost. (On Site)		<p>1. The bidder should have Service Centre available in India</p> <p>2. The hardware and software support should be provided during guarantee and warrantee period free of cost.</p>	Certificate and address of Service Centre in India

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SECTION 3: SCOPE OF WORK

1. The selected bidder is expected to carry out all activities covering Supply /Delivery/Testing, Quality and Inspection in coordination with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER. Detailed scope of work for the project is as given below:

a) Supply and Delivery of Latest Generation Multi-Slice CT Scanner for Veterinary Applications: as per specifications

b) Comprehensive OEM Guarantee & Warranty (On Site): The Successful bidder shall: i. Provide comprehensive OEM warranty and guarantee services through the designated Service Support Centers in India. The warranty & guarantee shall start from the Date of delivery and acceptance of the equipment without any additional cost.
ii. Be responsible to ensure adequate and timely availability of spare parts needed for repairing the Supplied goods at the service support centers during the warranty period
iii. Provide guarantee & warranty on supplied software media should be at least three years.
iv Guarantee and warrantee services must be provided within 7 days from the date of complaint received. The delay period will start from date of message/e-mail made by the student on the mobile number/ e-mail address of concern service support center. If delayed more than 7 days for rectification of complaint the penalty shall be charged at the rate of rupees one hundred per day and up to 5% of contract value.

2) **Delivery Schedule:** The Bidder shall ensure that all the required quantity of the ordered Latest Generation Multi-Slice CT Scanner for Veterinary Applications is supplied and delivered to the desired location within 120 days from the issue date of supply order.

SECTION 4: INSTRUCTION TO BIDDERS AND BIDDING PROCESS

1. Sale of Tender/ Bidding Document: The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the E-bids.

2. Clarifications to the Bidding/ Bid Document:

a. If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the NIT.

b. The Tendering authority/ Procurement Committee will respond, either in writing or will upload the details on the websites mentioned in the NIT, to any request for clarification, provided that such request is received no later than 10 days from the date of publication of Bid. All the prospective bidders must submit the prescribed Tender Fee before submitting any such requests to the Tendering authority.

c. The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the e-Proc website, including a description of the inquiry but without identifying its source.

d. Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing an Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

3. Amendment of Bidding Document.

At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.

b. Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the NIT, who have purchased the Bidding document and on the websites specified in NIT.

c. To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

d. Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

4. Documents comprising the Bid.

A Single stage-Two envelope/ cover system(E-Bid) shall be followed for the bid:

- I. Technical bid
- II. Financial bid

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b. Technical bid shall include the following documents:

S.No.	Documents Type	Document Format
1.	Covering Letter– Technical Bid	On bidder's letter head duly signed by authorized signatory.
Fee Details		
2.	Tender Fee	Scanned copy of Fee Receipt / DD in favor of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER payable at Bikaner.
3.	RISL Processing Fee.	Scanned copy of DD in favour of the MD,RISL, Jaipur, payable at Jaipur
4.	EMD	Scanned copy of DD in favor of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER payable at Bikaner
Pre-Qualification Documents		
5.	Tender Form	as per Annexure-1
6.	Bidder's Authorization Certificate (OEM)	as per Annexure-3
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
8.	Certificate of Conformity/ No-Deviation	as per Annexure-5
9.	Manufacturer's Authorization	as per Annexure-11
10.	Undertaking of Authenticity of Latest Generation Multi-Slice CT Scanner for Veterinary Applications and Allied Equipment	On non judicial stamp paper of Rs. 100 as per Annexure-6
11.	Financial Bid Undertaking	as per Annexure-7
12.	Components Offered	as per Annexure-10
13.	Compliance Sheet for the supplied items	Compliance sheet as per Annexure-2 from OEM on their letterheads
Please note the Financial bid undertaking needs to be submitted along with the technical bid. Price bid needs to be submitted only on e-procurement website as per the BoQ template.		

c. Financial bid shall include the following documents:

SNo.	Documents Type	Document Format
1.	Price Bid	As per Annexure-8

d. The bidder shall ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the bidder.

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e. Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER is not in favor of seeking additional documents and / or clarifications from the bidders after the last date of bid submission. Hence, the bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place.

5. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bid Prices:

- a. The price/ financial bid must be specified in the BoQ file available at <http://eproc.rajasthan.gov.in> and without changing its form and type.
- b. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, unless specifically asked for separately or excluded. Revision in taxes/ duties including VAT and Service Tax shall be on account of the tendering authority if they have been asked for separately in the financial bid and are not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately or have not been specifically excluded, any benefit or additional cost will be on account of the bidder.
- c. All the prices should be quoted either in Indian Rupees (INR) or in Foreign Currency (USD/Euro).
- d. Prices/ Rates shall be written both in figures and words, as applicable.
- e. All rates quoted must be FOR destination : AINP on DIMSCA, Department of Veterinary Surgery and Radiology, College of Veterinary and Animal Science, RAJUVAS, Bikaner, where the CT Scanner is to be delivered, and should include all incidental charges except Central/ Rajasthan VAT, which should be shown separately in the Financial/ Commercial bid format only. In case of local supplies the rates should include all taxes, etc., and Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER will not pay any cartage or transportation charges.
- f. Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever, except in case of revision of VAT / Service Tax as indicated in (ii) above.
- g. The prices quoted by the Bidder in the financial bid shall conform to the requirements specified therein.
- h. All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.
- i. The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.

7. Period of Validity of Bids:

- a. Bids shall remain valid for the period of 120 days, as specified in NIT, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
- b. In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids

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. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

8. Earnest Money Deposit (EMD):

a. Every bidder, if not exempted, participating in the bidding process must furnish the required Earnest money deposit as specified in the Notice Inviting Tender (NIT).

b. EMD of a bidder lying with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.

c. Form of EMD: The EMD may be deposited in the form of banker cheque/DD in favor of "Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER," payable at "Bikaner". The EMD shall be valid for the period of Bid Validity as mentioned in the NIT.

d. Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.

e. Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-

- I. When the bidder withdraws or modifies his bid proposal after opening of bids.
- II. When the bidder does not execute the agreement after placement of order within the specified time.
- III. When the bidder fails to commence the supply of the goods and service as per purchase/ work order within the time prescribed.
- IV. When the bidder does not deposit the security money after the purchase/ work order is placed.
- V. To adjust any dues against the firm from any other contract with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER.

9. Deadline for the submission of Bids:

a. Bids must be submitted by the bidders online at e-Proc website as indicated in the NIT of Subsequent Corrigendum's, if any.

b. Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as the time for preparation of bids appears insufficient, the date may be extended by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER and due publicity to such change in date of submission of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

c. The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

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10. Format and Signing of Bid:

- a. The bid forms/templates/annexures etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the Authorized person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-5.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the e-proc portal in respective file/ format.
- d. Bidders must submit their bids online at e-Proc portal. Bids received by other means shall not be accepted.
- e. If bids are not submitted as per the details mentioned in this bidding document and e-Proc website, the tendering authority shall reject the bid.

11. Bid Opening/ Opening of Tenders:

- a. The Procurement Committee will perform the bid opening, which is a critical event in the bidding process.
- b. The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.
- c. All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- d. All the documents comprising of technical bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidder's who have submitted the prescribed fee(s) to Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER).
- e. All the technical bid covers, except the Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER processing fee, tender fee, EMD and any other details as the tendering authority may consider appropriate.
- f. The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of processing fee, Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.
- g. The Commercial/ Financial cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

12. Selection method: The selection method is Least Cost Based Selection (LCBS or L1) & Guarantee/Warranty.

13. Guiding Principles for Evaluation of Bids:

- a. The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.
- b. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.
- c. A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP

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d. A responsive bid would be the one that meets the requirements of the bidding document without material deviation, reservation, or omission, where: -

- I. "Deviation" is a departure from the requirements specified in the bidding document;
- II. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- III. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

e. A material deviation, reservation, or omission is one that,

i. if accepted, would: -

- ☐ affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or
- ☐ limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed Contract; or

ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

f. Provided that a bid is substantially responsive, the tendering authority -

- ☐ may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- ☐ may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- ☐ shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in pre-bid meeting and Evaluation Criteria of this bidding document.

14. Evaluation of Technical Bids:

a. The technical evaluation shall be completed by the Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid.

b. Technical Evaluation Criteria – Bid shall be technically evaluated based on the documents submitted by the bidder as asked in the clause "Documents comprising the bid", with respect to technical specifications submitted by the bidder

c. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids

d. The firms which could not qualify in technical evaluation will be informed about this fact. EMD refunded after completion of the bid process i.e. award of the contract to the best value / successful bidder.

15. Evaluation of Financial Bids

a. The financial bids/ cover of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Proc website.

b. The process of opening of financial bids/ covers shall be similar to that of technical bids.

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- c. The names of the firms and the rates given by them shall be read out and recorded in tender opening register.
- d. To evaluate a bid, the tendering authority shall consider the following: -
 - I. the bid price as quoted in accordance with bidding document.
 - II. price adjustment for correction of arithmetic errors in accordance with bidding document.
- e. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.
- f. Treatment of Cen VAT/ VAT etc. would, however, be as per Clause "Comparison of Rates of firms outside and those in Rajasthan" mentioned below.

16. Clarification of Bids

- a. To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the NIT.
- b. Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.
- c. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

17. Comparison of Rates of firms outside and those in Rajasthan: While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan VAT shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central VAT shall be included in the rates of firms outside Rajasthan. In such case, if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower (excluding element of Rajasthan Sales Tax) than the price of firm outside Rajasthan (including element of Central Sales Tax), the commodity shall be purchased from the firm in Rajasthan.

18. Comparison of bids and determination of the best value bid: The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.

19. Correction of Arithmetic Errors- i. Provided that the bid is substantially responsive, the competent Procurement Committee shall correct arithmetical errors on the following basis:-i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

20. Margin of Preference/ Price Preference: No margin of preference/ price preference shall be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan.

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21. Negotiations:

- a. As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as: -
 - i. When ring prices have been quoted.
 - ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids.
- b. Negotiations shall not make original offer of the bidder ineffective.
- c. Negotiations shall be conducted with the best value bidder only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.
- d. In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

22. Disqualification:

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER Processing Fee, EMD or the Bidder's authorization certificate/ Power of Attorney.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification

23. Acceptance of the Tender/ Bid :

- a. Prior to the expiration of the period of bid validity, the tendering authority shall notify the Successful bidder(s), in writing, that its bid has been accepted.
- b. The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c. Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d. As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp (as per prevailing rules) and deposit the amount of prescribed performance security deposit 5% of the contract amount. within 15 days from the date of issue of acceptance. 17

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- e. The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- f. The acceptance of the bid shall also be placed on website of www.rajivas.org for general information to all.
- g. The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

24. Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

25. Conflict of Interest:

- a. Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
- b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
- c. It may be considered to be in a conflict of interest with one or more parties in the bidding process if.
 - i. they have controlling shareholders in common; or
 - ii. it receives or have received any direct or indirect subsidy from any of them; or
 - iii. they have the same legal representative for purposes of the Bid; or
 - iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

26. Tendering authority's Right to Accept/ Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

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27. Signing of Contract:

- a. Promptly after issue the letter of acceptance by the tendering authority as per terms & condition of bid document.
- b. Within fifteen (15) days of receipt of the Letter of acceptance the successful bidder shall attend the office of tendering authority for signing the contract agreement.

28. Performance Security Deposit (PSD):

- a. Within fifteen (15) days of the issue of Letter of Acceptance the successful Bidder shall deposit through DD/furnish the bank guarantee of Performance Security Deposit (PSD)
- b. Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

29. Reservation of Rights: To take care of unexpected circumstances, Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER reserves the rights for the following: -

- a. Extend the closing date for submission of the bid proposals.
- b. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
- c. Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.
- d. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.
- e. Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- f. Seek the advice of external consultants to assist Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER in the evaluation or review of proposals.
- g. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- h. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

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SECTION 5: TERMS AND CONDITIONS OF TENDER & CONTRACT

Definitions-

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: - For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) Act & Rules- means the Rajasthan transparency in public procurement act 2012, Rules 2013 & GF&AR.
- b) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder(s), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, guarantee & warranty support and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder(s).
- k) "The Site," where applicable, means the place of delivery of Next Generation System at Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER

A) General Conditions of the Bid-

1. Income Tax and VAT Registration and VAT Clearance Certificate-

No Bidder who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The VAT Registration Number should be quoted and a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable to rejection. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

2. Contract Documents: Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

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3. Interpretation.

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Language.

The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in Hindi &/or English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- b. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. Eligible Goods and Related Services.

For purposes of this Clause, the term "goods" includes all of the commodities, raw material, machinery and equipment, and/or other materials; and "related services" includes services such as insurance, warranty support and other similar obligations of the successful/ selected bidder(s) under the Contract.

- b. The Latest Generation Multi-Slice CT Scanner for Veterinary Applications quoted by the successful/ selected bidder must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.
- c. The OEM/ Bidder of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d. Bidder must quote products in accordance with above clause "Eligible goods and related services".

6. Notices:

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

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b. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/ the Country (India), unless otherwise specified in the contract.

8. Scope of Supply:

a. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied (30 days) shall be as specified in the bidding document.

b. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c. The bidder shall not quote and supply any hardware/ software that is likely to be declared as End of Sale for twelve months and End of Service/ Support for twenty four months from the date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support in the period mentioned above, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery.

Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c. The Supplier/ selected bidder shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at Department of Veterinary Surgery & Radiology, College of Veterinary and Animal Science, Rajasthan University of Veterinary and Animal Sciences, Bikaner

10. Selected bidder's Responsibilities: The Supplier/ Selected bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

11. Purchaser's Responsibilities:

a. Whenever the supply of goods and related services requires that the Supplier/ Selected bidder(s) obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder(s), make its best effort to assist the Supplier/ Selected bidder in complying with such requirements in a timely and expeditious manner.

12. Contract Price:

a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

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b. Prices charged by the Supplier/ Selected bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder in its bid.

13.Recoveries from Supplier/ Selected bidder:

a. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b. The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER

c. The balance, if any, shall be demanded from the Supplier/ Selected bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14.Taxes & Duties:

a. The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected bidder as per the law in force at the time of execution of contract.

b. The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.

c. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

d. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

e. Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder(s). Revision of any other tax or duty shall be on account of the bidder(s).

f. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15.Performance Security Deposit (PSD):

a. In case of successful/ selected bidder(s), the EMD will be adjusted in arriving at the amount of the PSD.

b. The successful/ selected bidder shall, within fifteen (15) days from the issue of the letter of acceptance provide a PSD at the rate of 5% of the total agreed/ ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.

c. The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/ selected bidder failure to complete its obligations under the Contract.

d. Form of PSD: Successful bidder will have to deposit PSD in the form of DD/Bank Guarantee (as per Annexure 9) (Unconditional & Irrevocable) in favor of Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER

e. Refund of PSD: PSD shall be refunded after one (01) month of the successful completion of the contract period i.e. one (01) month after expiry of "Warranty and guarantee Services"

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- f. Forfeiture of PSD: PSD shall be forfeited in the following cases:-
- i. When any terms and condition of the contract is breached.
 - ii. When the Supplier/ Selected bidder fails to commence supply or stops making the supplies or fails to provide deliverables after partially executing the purchase/ work order.
 - iii. To adjust any dues against the firm from any other contract with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER
- g. No interest will be paid by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER on the amount of EMD and PSD.
- h. Proper notice will be given to the Supplier/ Selected bidder with reasonable time before EMD/ PSD is forfeited.
- i. Forfeiture of EMD/PSD shall be without prejudice to any other right of Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER to claim any damages as admissible under the law as well as to take such action against the Supplier/ Selected bidder such as severing future business relation or black listing, etc.

16. Copyright: The copyright in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected bidder herein shall remain vested in the Selected bidder(s), or, if they are furnished to the Purchaser directly or through the Supplier/ Selected bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. Confidential Information:

a. The Purchaser and the Supplier/ Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b. The Supplier/ Selected bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected bidder(s).

c. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder for any purposes unrelated to the Contract.

Similarly, the Supplier/ Selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d. The obligation of a party under sub-clauses above, however, shall not apply to information that: -

- i. the Purchaser or Supplier/ Selected bidder need to share with Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER other institutions participating in the Contract;
- ii. now or hereafter enters the public domain through no fault of that party;
- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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e. The above provisions shall not in any way modify any undertaking of confidentiality given by Either of the parties hereto prior to the date of the Contract in respect of the supply or any part Thereof.

f. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

18. Sub-contracting:

a. The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

19. Specifications and Standards:

a. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder(s).

b. Technical Specifications. The Supplier/ Selected bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

- i. The Supplier/ Selected bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

20. Packing and Documents:

a. The Supplier/ Selected bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

c. The Bidder shall be responsible for any defect in packing and damage during transportation and installation.

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21. Insurance:

- a. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designates project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The goods will be delivered at the FOR destination in perfect condition.

22. Transportation:

- a. The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b. All goods must be sent freight paid through Railways or goods transport.

23. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Purchase Committee's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c. The rejected articles shall be removed by the selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the supplier's/ bidder's/ selected bidder's risk and on his account.

24. Extension in Delivery Period and Liquidated Damages (LD):

- a. Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below.
- b. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c. Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder(s).
 - i. The supplier/ selected bidder shall request in writing to the purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

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- ii. The purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - iv. When delay has occurred due to delay by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER in performing any of the duties to be performed by them as mentioned in the Section titled "Scope of Work".
 - When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER as per terms of the contract.
 - If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - vi. If Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d. In case of extension in the delivery and/ or completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply or complete : -

No.	Condition	LD %*
I.	Delay up to one fourth period of the prescribed delivery period of supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications .	2.5 %
II.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period of supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications .	5.0 %
III.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period of supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications .	7.5 %
IV.	Delay exceeding three fourth of the prescribed delivery period of supply of Latest Generation Multi-Slice CT Scanner for Veterinary Applications .	10.0 %

*

- I. Fraction of a day in reckoning period of delay in supplies and completion of work shall be eliminated, if it is less than half a day.
- II. The maximum amount of liquidated damages shall be 10% of the contract amount

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25. Authenticity of Equipment.

a. The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b. If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), not with state level the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c. Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

26. Patent Indemnity:

a. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause

(b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

ii. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder(s), pursuant to the Contract.

b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c. If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d. The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e. The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions

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or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

27. Limitation of Liability: Except in cases of gross negligence or willful misconduct:-

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b. the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

28. Change in Laws & Regulations:

- a. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price shall not be change. Not with state level the forgoing such additional or reduced cost shall not be separately paid or credited to the bidder.

29. Force Majeure:

- a. The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder(s). Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER may take the case with the supplier/ selected bidder on similar lines.

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30.Change Orders and Contract Amendments:

a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the

Contract in any one or more of the following: -

- i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- ii. The method of shipment or packing;
- iii. The place of delivery; and
- iv. The related services to be provided by the supplier/ selected bidder(s).

b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract no additional cost shall be allow under the contract.

31.Termination:

a. Termination for Default:

i. The tender sanctioning authority of Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: -

- If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER; or
 - If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the supplier/ selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b. Termination for Insolvency: Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER, BIKANER may at any time terminate the Contract by giving a written notice of at-least 30 days to the supplier/ selected bidder(s), if the supplier/ selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER.

c.Termination for Convenience:

i. Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER, by a written notice of at least 30 days sent to the supplier/ selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

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- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder(s).

32. Settlement of Disputes

- a. General: If any dispute arises between the supplier/ selected bidder and Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder(s).
- b. State level Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee.
- c. Procedure for reference to the Procurement Committee: The supplier/ selected bidder shall present his representation to the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER. Its decision which shall be final and binding both on the bidder and Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER. If the decision not acceptable to the bidder the matter shall be referred to the Vice Chancellor, RAJUVAS, Bikaner for further decision.
- d. Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, only at Bikaner. Where agreement has been executed and by no other court, after decision of the state level committee for settlement of disputes.

B) Payment Terms and Schedule

33. Payment Terms and Schedule:

- a. Payment schedule – Payments to the bidder, after successful completion of the supply of Latest Generation Multi CT Scanner to the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER. The payment shall be made by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER.
- b. The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

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- c. Due Payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder(s), and its acceptance by the purchaser.
- d. The currency or currencies in which payments shall be made to the supplier/ selected bidder(s) under this Contract shall be Indian Rupees (INR) only.
- e. All remittance charges will be borne by the supplier/ selected bidder(s).
- f. In case of disputed items, disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g. Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h. Advance and running Payments will not be allowed.
- i. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- j. Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

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ANNEXURE-1: TENDER FORM {to be filled by the bidder}

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/337, Dated 03-03-2016

1) Addressed to:

Name of the Tendering Authority, Address	Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER
Telephone	0151-2521281
Email	drpbishnoi29@gmail.com (clearly mention the NIT no. in the subject of the mail)

2) Bidder Details:

Name of Firm/Company		
Name of Contact Person with Designation(give separate details if more than one)		
Registered Office Address		
Address of the Firm		
Year of Establishment		
Type of Firm	Public	
Put Tick() mark	Private	
Telephone Number(s)		
Email Address/ Web Site	Email	Web-Site:
Fax No.		
Mobile Number	Mobile:	
Certification/Accreditation/Affiliation, if Any		

3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide DD/ BC/ receipt no. _____ dated _____.

4) The requisite processing fee amounting to Rs. _____/- (Rupees <in words>) has been Deposited vide DD/ BC _____ dated _____.

5) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD/ No. _____ dated _____.

6) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm:

_____Authorized Signatory: _____

ANNEXURE-2: TECHNICAL SPECIFICATIONS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

Latest Generation Multi-Slice CT Scanner for Veterinary Applications

Specifications:

This tender is to fulfill requirement for the latest generation multi-slice CT scanner capable of acquiring 16 or more slices per 360 degree rotation for veterinary applications. The model offered should be a state-of-the-art whole body CT scanner with volume scanning capabilities.

The quoted product should be under current production and the gantry should be manufactured with high speed slip-ring technology.

The quoted product should be offered with Iterative Reconstruction technology (ASiR / IRIS / iDose4/ AiDR 3D/ Intelli IP Advanced).

The offered product should meet the following specifications:

X-Ray Generator:

1. Inbuilt X-Ray generator and chiller in the Gantry
2. High frequency generator with atleast 25 KW output
3. The available mA range should be atleast 50 mA to 300 mA

Gantry:

1. The gantry should be provided with user – friendly control panels for easy positioning
2. Gantry aperture should be 65 cm. or more in diameter
3. The CT scanner should have low voltage slip rings incorporated in the Gantry
4. The scan time for a 360 Degree rotation should be 1.0 second or lower
5. The gantry should have a physical tilt of +/- 30 degrees or more and remote tilt should be available as standard

X-Ray Tube:

1. Dual focus with capacity of 2.0 MHU or more
2. The X-ray tube should have a cooling rate of not less than 300 kHU per min
3. Tube voltage range availability from 80kV to 130kV or better
4. Maximum scan field of view available should be 45 cm or more (Extended Field of View of 65 cm or more should be available to scan larger animals)

Detector and Data Acquisition System:

1. The detector offered should be solid state / ceramic
2. The scanner should be able to simultaneously acquire 16 or more slices per rotation with slice thickness of 0.750 mm or lower
3. Minimum 24 rows of detectors are required
4. The detector should have 700 or more effective elements / channels per slice
5. The detectors should not require frequent calibration

Patient Table:

1. The table should have a flat table top with a metal free scannable range of 135 cm or more
2. The patient table offered should have a minimum load bearing capacity of at least 180 kg with 1 mm positioning accuracy
3. Minimum horizontal table speed at least 100 mm/sec

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4. The vertical range should be at least 35 cms (maximum height –minimum height)
5. Remote UP/DOWN, FWS, BWD should be standard

Spiral Section:

1. The scanner should be able to simultaneously acquire 16 or more slices per rotation with slice thickness of 0.750 mm or lower
2. There should be a scan time of 1.0 sec. or lower for full 360 degree rotation
3. The range of spiral facilities in Axial direction should be more than 150 cm.
4. The real time reconstruction speed for spiral scans should be minimum 8 images / sec. or more
5. Bolus Triggered or bolus chase Spiral acquisition should be possible
6. Slice increment.-specify scan and selectable slice thickness
7. Pitch Factor (volume pitch): variable between 0.5 or more and should be user selectable or automated. Specify all possible pitch selections.

Image Reconstruction:

1. Real Time reconstruction speed should be minimum 5 images/sec.
2. Display Matrix: 512 x 512
3. Reconstructed slice thickness should be up to 10mm and should be freely selectable
4. Direct 3D MPR from raw data, with auto-batch feature

Iterative Reconstruction:

1. Iterative Reconstruction (ASiR / IRIS / iDose4 / AiDR 3D/ Intelli IP Advanced) should be offered as standard

Operator Console:

1. The latest multitasking computer should be offered with 64 Bit processor and a menu driven platform. The system should have a minimum RAM of 4 GB
2. Main Console should include a high resolution, TFT/LCD color monitor of 18" or more
3. The display matrix should be atleast 1024 x 1024
4. The Hard Disk capacity for both image and raw data should be 500 GB or more
5. It should have facility to store at least 200,000 images or more
6. The system should be supported with archiving facility. CD and DVD archiving facility are required
7. DICOM facility to send, store, print, receive etc should be standard
8. The console should support Filming in user defined formats
9. Fully DICOM 3.0 compatible (or newer version if available at time of delivery)
10. Computer desk and cabinet to be included
11. Filming parallel to other activities, including independent scanning, documentation and post-processing and configurable image text
12. Archiving: DVD/ Blue Ray writer should be provided for archival
13. Option of viewing these discs on any PC without DICOM viewer should be available
14. Software for Remote Diagnostics Service over a telephone line
15. System must be PACS interface ready without any new hardware or software

Image Processing Section (Operator Console):

The following applications should be standard at the console and it should be able to use the following without requirement of a satellite workstation:

1. Registration, scheduling and protocol selection
2. Real-time Multi-Planar Reconstruction (MPR) of secondary views, with viewing perspectives in all planes including curved and orthogonal MPR
3. CT Angiography: MIP and MinIP
4. 3D Volume Rendering (VRT), Volume measurements
5. 3D Surface Shaded Display

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6. CT number display, window width, window level
7. Topogram display
8. Cine display
9. Other advanced 3D applications and color coding for different tissues
10. Sub-mm HRCT lung

The following evaluation tools should be standard:

1. Parallel evaluation of multiple ROI in circle, irregular and polygonal forms
2. Statistical Evaluation for area/ volume, S.D, Mean/Max and Histograms
3. Distance & angle measurement, freely selectable positioning of coordinate system, grid and image annotation

The following post processing tools should be offered as standard:

1. 2-D post processing, including image zoom and pan, image manipulations, including averaging, reversal of grey-scale values, and mirroring
2. Image filter functions, including advanced smoothing algorithm and advanced bone correction
3. Advanced image algorithms such as Posterior Fossa Optimization for reduction of beam hardening artifacts in head images

Resolution:

1. The system should have a high contrast resolution of at least 17 lp/cm for axial and spiral scan 0%MTF with full FOV
2. Specify low contrast resolution of the system achieved with 20 cm CATPHAN phantom. Specify surface dose, mAs, slice thickness and HU used

Hard Copy Unit:

A dry view Laser Camera (500 dpi or more) with Digital Interface and Control integrated with main console camera should print on appropriate film size.

Others:

1. A refurbished machine (Latest Generation Multi-Slice CT Scanner) shall not be entertained.
2. The offer should be accompanied by original product data sheet/brochure of the product and AERB type approval certificate or valid No Objection Certificate (NOC) along with the FDA 510 (k)/ CE approval for the model offered should be submitted along with the technical bid. In case of NOC valid type approval certificate has to be submitted prior to submission of invoice for payments.

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Latest Generation Multi-Slice CT Scanner for Veterinary Applications Technical Specifications:

Description of requirement	Compliance/deviation	Page number Where the Specs are attached
X-Ray Generator: -Inbuilt in the Gantry: -Output: -mA range:		
Scanner Gantry Parameter: -Gantry aperture: -Scan time for 360 degree rotation: -Physical tilt: -Remote tilt:		
X-Ray Tube: -Capacity: -Cooling rate: -Voltage range -Maximum scan field of view		
Detector and Data Acquisition System: -Solid state/Ceramic: -Slices(Number/Thickness)/second: -Number of rows of detectors: -Effective elements/channels per slice:		
Patient Table: -Scannable range of table top: -Load bearing capacity: -Horizontal table speed: -Vertical range:		
Spiral Section: -Scan time: -Slices per rotation: -Thickness of slice: -Range in axial direction: -Pitch factor:		
Image Reconstruction: -Speed: -Display matrix: -Reconstructed slice thickness:		
Iterative Reconstruction:		
Operator Console: -Computer specification: -RAM: -LCD/TFT color monitor specification: -Display matrix: -Hard disc capacity: -Image storage capacity: -CD and DVD archiving facility: -DICOM facility: -Support to filming: -Computer desk and cabinet:		
Image Processing Section (Operator Console) with following specifications: -Registration, scheduling and protocol selection: -Real time multi-Planar reconstruction (MPR): -CT angiography: MIP and MinIP: -3D volume rendering (VRT), volume measurements: -3D surface shaded display: -CT number display:		

-Window width, window level: -Topogram display: -Color coding for different tissues:		
Resolution: -High contrast resolution: -Low contrast resolution:		
Hard Copy Unit:		

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**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by
the bidder}**

.....

To,
{Tendering Authority},

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/
Designation} is hereby authorized to sign relevant documents on
behalf of the company/ firm in dealing with Tender/

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

He/ She is also authorized to attend meetings & submit
technical & commercial information/ clarifications as may be
required by you in the course of processing the Bid. For the
purpose of validation, his/ her verified signatures are as
under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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**ANNEXURE-4: SELF-DECLARATION – NO BLACKLISTING {to be filled by
the bidder}**

To,
{Tendering Authority},
_____,

In response to the **Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337**

Dated 03-03-2016 For {Project Title}, as an Director or authorized of

_____, I/ We hereby
declare that presently our Company/ firm _____, at
the time of bidding, is having unblemished record and is not declared
ineligible for corrupt & fraudulent practices either indefinitely or for a
particular period of time by any Country or State/ Central government/
PSU/ UT of India. If this declaration is found to be incorrect then
without prejudice to any other action that may be taken, my/ our
security may be forfeited in full and our bid, to the extent accepted,
may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by
the bidder}**

To,
{Tendering Authority},

_____,

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/337 Dated 03-03-2016

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the

Technical bid, and which I/ we shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the required specifications. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-toned implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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**ANNEXURE-6: UNDERTAKING ON AUTHENTICITY OF Latest Generation Multi-Slice
CT Scanner**

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp
paper)} To,
{Tendering Authority},

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

This has reference to the items being supplied/ quoted to you vide our bid
ref. no. _____ dated _____.

We hereby undertake that all the components/ parts/ assembly/ software used in the
equipment shall be genuine, original and new components /parts/ assembly/
software from respective OEMs of the products and that no refurbished/ duplicate/
second hand components/ parts/ assembly/ software are being used or shall be
used. In respect of licensed operating system, we undertake that the same shall be
supplied along with the authorized license certificate with our name/logo. Also, that it
shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during
installation, for the equipment already billed, we agree to take back the equipment
already supplied at our cost and return any amount paid to us by you in this regard
and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/
black list us or take suitable action against us.

Authorized Signatory.

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the
OEM.

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ANNEXURE-7: FINANCIAL BID UNDERTAKING {on bidders letterhead in technical bid}

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337Dated 03-03-2016

To,
Principal Investigator, AINP-DIMSCA,
RAJUVAS, BIKANER,

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are quoted as required in the price- bid given in Annexure-8.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

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of Surgical Conditions in Animals (DIMSCA), RAJUVAS, BIKANER**

ANNEXURE-8: PRICE BID (on eproc website):

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

Tender Inviting Authority: Principal Investigator, AINP-DIMSCA,								
RAJUVAS,								
BIKANER								
Name of Work: Supply of Latest Generation Multi-Slice CT Scanner for								
Name:								
Ref. No. RAJUVAS/AINP-DIMSCA/2015-16					Dated			
PRICE SCHEDULE								
S No	Item Description	Qty.	Units	Unit Rate including all taxes & Govt. levies but excluding of CST and Raj. VAT	CST in % on Col 5 (if applicable)	CST In INR On Col 5	Raj. VAT (if applicable) (in %) (Only for the purpose of calculation to issue the Purchase Order)	Total Cost (incl. all Incidental charges, other taxes, CST and government levies (excl. Raj. VAT)
1	2	3	4	5	6	7	8	9=3X(5+7)
1	Latest Generation Multi-Slice CT Scanner	One (as per technical specifications)	As per technical specifications	To be filled in the BoQ uploaded on e- proc portal				
Total in Figure								
Total in Words								

The rates shall be filled up separately in given format on e-procurement portal with financial bid.

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ANNEXURE-9: PERFORMANCE BANK GUARANTEE {to be submitted by the bidder's bank}

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337Dated 03-03-2016

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalized/ Scheduled bank having its branch and payable at Jaipur /Bikaner)

To,
Principal Investigator,
AINP-DIMSCA, RAJUVAS, BIKANER,

1. In consideration of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER (hereinafter called " Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER ") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... dated.....made between the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER through Principal Investigator (T) and (Contractor) for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs (rupees only), we (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER an amount not exceeding Rs (Rupees..... only) on demand.

2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees..... only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER Any such demand made on the bank by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER and We (Indicate the name of Bank), bound ourselves with all directions given by Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).

3. We..... (indicate the name of Bank), undertake to pay to the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER any money so demanded not with state level any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We..... (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We..... (indicate the name of Bank) further agree with the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER that the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s)

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from time to time or to postpone for any time or from time to time any of the powers exercisable by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER or any indulgence by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER. Not with state level anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not with state level any security which the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER may have obtained or obtain from the contractor.

10. We (indicate the name of Bank) verify that we have a branch at Bikaner. We

undertake that this Bank Guarantee shall be payable at any of its branch at Bikaner. The validity of the bank Guarantee should be thirty days beyond from the date of actual date of completion of the guarantee and warranty period. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the Memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

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**ANNEXURE-10: COMPONENTS OFFERED {to be filled by the
bidder}**

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

Please fill the following BOM for all the offered components.

S.No.	Product Details (make and model)	Detailed Technical Specification Reference**	OEM Details (Name, Address, E-Mail, Mobile Nos.)
1			

** Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2 titled
“Technical Specifications”)

**All India Network Programme on Diagnostic Imaging and Management of
Surgical Conditions in Animals (DIMSCA), RAJUVAS, BIKANER**

ANNEXURE-11: MANUFACTURER'S AUTHORIZATION FORM
(MAF)

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

To,
Principal Investigator, AINP-DIMSCA,
RAJUVAS, BIKANER
Sir,

1. We {name and address of the OEM} ,hereby authorize to bid, negotiate and conclude the contract with you against the aforementioned tender reference for the following Hardware/ Software item(s) manufactured by us:

Item No.	Equipment	Qty.	Unit	Period of Comprehensive OEM Warranty (in yrs.)	Period of end of sale (in months)	Period Of end of service (in yrs.)	Period of Back to back support (in yrs.)
1							
-							
				{to be filled by OEM's for Latest Generation Multi-Slice CT Scanner }			

2. We undertake to provide Comprehensive OEM Warranty for the offered Hardware / Software for The period mentioned above.

3. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of sale for period mentioned above from the date of bid submission.

4. We undertake that the item/ items (equipment & software) being quoted is/ have not been and is/ are not likely to be declared end of service for period mentioned above from the date of bid submission.

5. We undertake that Hardware/ Software offered by the bidder for back to back support, updates and patches for the period mentioned above.

Yours faithfully,
For and on behalf of M/s (Name of the OEM)

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

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ANNEXURE-12: Delivery Challan

Ref. No. RAJUVAS/AINP-DIMSCA/2015-16/ 337 Dated 03-03-2016

As a proof of Delivery, the Bidder shall collect signed Delivery Challan from the Principal Investigator, AINP-DIMSCA, RAJUVAS, BIKANER and submit the same as a proof of Final Delivery as per the below mentioned template:

Supplier : M/s	Delivery Note No.	Date:
Delivery Address		
Work Order Reference No.		Dated:
Buyer:	Dispatch Document No.	Pre-Dispatch Inspection Report No.
Dispatched Through:		Dated:
Terms of Delivery:		
Description Of Goods	Quantity	Remarks (if any)

Note: List of serial number for Latest Generation Multi-Slice CT Scanner delivered should be attached along with the Delivery Challan.

Supplier's Authorized Representative

Authorized Representative
Principal Investigator,
AINP-DIMSCA, RAJUVAS, BIKANER

Name:
Signature:
Date:

Name:
Signature:
Date of Receipt: