



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA  
(An Autonomous body under MoHFW, Govt. of India)

TENDER NO: AIIMS/Pat/Tender/PC/SpirometerI/Physio/2017-18/F-6714

DATED: 12/01/2018

## **TENDER DOCUMENT**

**FOR**

**Supply & Installation of Spirometer**

**FOR**

**Department of Physiology**

**AT**

**AIIMS PATNA**

**DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 12/01/2018**

**DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : From 12/01/2018 to 05/02/2018 up to 13:00 noon**

**DATE OF PRE-BID MEETING : On 18/01/2018 on 13:00 hrs**

**DATE & TIME FOR OPENING OF TENDER DOCUMENT : On 05/02/2018 at 13:30 noon**



## **ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**PATNA - 801507**

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

No. AIIMS/Pat/Tender/PC/Spirometer/Physio/2017-18/F-6714

Dated: 12/01/2018

### **“Notice Inviting Tender for Supply & Installation of Spirometer for Department of Physiology of AIIMS PATNA”**

All India Institute of Medical Sciences, Patna (AIIMS Patna) invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for Supply & Installation of Spirometer for Department of Physiology of the Institute. Those who are in the similar business for the last three years and providing the same service to Central/State Govt./Reputed Private Hospitals or autonomous bodies may send their bids both Technical and Commercial in sealed envelopes.

2. Complete Tender Document may be obtained from the Administrative Office, AIIMS, Patna, Bihar - 801507 on all working days from 03.00 PM to 5.00 PM from 12/01/2018 to 05/02/2018, by depositing a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favour of “AIIMS Patna”. It can also be downloaded from the website of AIIMS, Patna [www.aiimspatna.org](http://www.aiimspatna.org) and Central Public Procurement Portal (CPPP): [www.eprocure.gov.in](http://www.eprocure.gov.in) and Government e-Marketplace (GeM) till 05/02/2018 up to 14.00 hrs. The bidders using the tender form downloaded from the website shall enclose a Demand Draft for Rs. 1500/= (One Thousands Five Hundred only) payable at Patna and drawn in favour of “AIIMS, Patna”.

3. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Earnest Money Deposit (EMD) as per schedule of requirement in the form of Demand Draft issued in favour of AIIMS, Patna, drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted “*Bid for Tender No AIIMS/Pat/Tender/PC/Spirometer/Physio/2017-18/F-6714*” before 13.00 hrs on 05/02/2018. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

**NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.**

4. The sealed envelopes are to be deposited in the tender box placed at the Administrative Office AIIMS, Patna or may be sent through registered/speed post addressed to The Director, All India Institute of Medical Sciences, Patna – 801 507. **Bids sent by COURIER will not be entertained.**

5. Bids will be opened on 05/02/2018 at 13:30 noon in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

6. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Faculty In-charge, Procurement Cell through the website [www.aiimspatna.org](http://www.aiimspatna.org) and Central Public Procurement Portal (CPPP): [www.eprocure.gov.in](http://www.eprocure.gov.in) and Government e-Marketplace (GeM).

7. AIIMS Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, AIIMS Patna in this regard shall be final.

(Faculty-in-charge)  
Procurement Cell  
AIIMS Patna

(on the letter head of Bidder)

FILE NO. : Tender No.: \_\_\_\_\_

Dear Sir,

1. I/We hereby submit our tender for the \_\_\_\_\_
2. I/WE are enclosing herewith the Demand Draft No..... dated..... for **Rs...../- and Demand Draft No..... dated..... for Rs...../- drawn in favour of AIIMS, Patna (payable at Patna) towards Tender Fee and EMD / Bid Security respectively.**  
**(TENDERS NOT ACCOMPANIED WITH EMD/ BID SECURITY ALONG WITH THE TECHNICAL BID SHALL BE SUMMARILY REJECTED).**
3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to abide by all the terms and conditions, stipulated by the AIIMS Patna in connection with delivery, warranty, penalty etc. Quotations for each group are being submitted under separate covers, and sheets and shall be considered on their face value.
5. I/We have noted that overwritten entries shall be duly cut & rewritten and initialed.
6. Tenders are duly signed and stamped. (No thumb impression should be affixed)
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Yours faithfully,

(Signature of Bidder with full name and address)

**CHECK LIST FOR TERMS AND CONDITIONS**

A.: To be filled by the bidder and submitted along with the Technical Bid.

Sl. No.	Terms & Conditions as per Bidding Document	Attached (Yes/No)	Page No.	Remarks
1.	<b>Status of Bidder:</b> <ul style="list-style-type: none"> <li>• Manufacturer or Authorized Agent of the Manufacturer</li> <li>• Whether Public Undertaking, Public Ltd., Private Ltd. Company or Proprietary Firm</li> </ul>			
2.	<b>Power of Attorney as per Annexure – V</b> in favour of person to sign, submit and negotiate the bid.			
3.	Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.			
4.	Certificate for sole ownership / partnership/ Certificate of Incorporation			
5.	Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. <b>(Minimum Annual Turnover must be Rs. 1 Crore</b>			
6.	<b>User List</b> (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.			
7.	<b>Performance certificate</b> of the same supplied machine (of quoted make and Model) issued by <b>Head of the Department. Or Institution</b> after a minimum period of six months of installation			
8.	Prerequisite (if any) for installation of the Machine, if any, to be provided by the Institute.			
9.	Whether rates are quoted as per format mentioned in the Bidding Document or not.			
10.	Enclose an affidavit duly certified by (enclosed/ Not enclosed) the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc..			
11.	Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as ( <b>ANNEXURE – “IX”</b> )			
12.	<b>Quality Assurance Certificate</b> As per technical specification (please specify)			
13.	<b>Bid Security</b> amount deposited is enclosed or not. If yes, please mention the details.			
14.	<b>Original Technical Catalogue</b> of the quoted model			
15.	Certificate, to the effect that bidder will maintain the quoted item(s) during Warranty period of 5 (five) years including all spares, accessories, consumables etc., (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement)			
16.	Certificate, to the effect that bidder have quoted their			

	rates for Comprehensive Annual Maintenance Contract inclusive of labour, spares, consumables, accessories etc. on per year basis for a further period of 5 (five) years after expiry of warranty period of 5 (five) years in the <b>price bid</b> . (Please mention the name of the item / items with price, which are not supplied by the bidder free of cost with frequency of replacement during Comprehensive Annual Maintenance Contract period in the price bid)			
17.	Acceptance of all terms / conditions towards <b>after sales / services</b> as mentioned in the bidding document.			
18.	<b>Compliance Statement</b> with relation to the technical specification as mentioned in the bidding document duly supported by the original catalogue.			
19.	<b>Compliance Statement</b> with relation to the terms & conditions as mentioned in the document.			
20.	<b>PAN and copies of Income Tax Returns</b> for the last three years.			
21.	Duly attested copy of GST registration certificate.			
22.	Certificate to the effect that two supply orders of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given in the Financial bid. as ( <b>ANNEXURE – “X”</b> )			
23.	Any other information important in the opinion of the bidder.			

**B: To be filled by the Bidder and submitted along with Price Bid**

Sl. No.	Terms & Conditions as per Bidding Document	Page No.	Remarks
1.	<b>Item wise price for the item(s)</b> as mentioned in the Bidding Document and as per format attached as <b>Annexure – I(a) or I(b)</b>		
2.	<b>Rate for Comprehensive Annual Maintenance Contract</b> as per terms & conditions mentioned in the Bidding Document and as per format attached as <b>Annexure – II</b>		

- Page number / serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

**Dated:**

**Place:**

**Undertaking**

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the AIIMS, Patna. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

## ELIGIBILITY CRITERIA

01. Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender.
02. The bidder/manufacture of the equipment offered should be in the business of the supply and installation of same / similar equipment for the last three calendar years.
03. Bidder must enclose user list of the quoted items supplied in in Govt. / Pvt. Institutions / Hospitals in India and the atleast one installation mentioned by the manufacturer in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.
04. The Bidder should be public undertaking / Autonomous Body / Public Ltd. / Pvt. Ltd. Company or proprietary firm and should be in medical equipment business since last three years in India. The Bidder having manufacturing facility in their name in India for the majority of the items offered by them shall be given preference. .
05. The firm should be registered with under GST Tax.
06. The Bidder (manufacturer or their authorized agent) should have had average annual financial turnover of Rs. 1 Crore during the last three years ends 31/03/2017.
07. Bidders who have the capability to attend repairs of the equipments within the time mentioned in this bidding document and who are willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 48 hours from the time of reporting of the fault within the next 72 hours (total down time should not exceed 5 days in one instance). The bidders who have the capability to ensure the uptime mentioned in this document (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)
08. Bids of a firm/company that has been blacklisted by All India Institute of Medical Sciences – Patna or blacklisted/debarred by any other State / Central Government's organization shall not be entertained.
09. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Patna are not eligible to participate in this tender.
10. Certificate to the effect that two supply orders of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Pvt. Hospitals has been given in the price bid. / Pvt. Institutions / Hospitals in India.

**Note:**

- Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- Samples/Equipment of product offered may be submitted at the time of opening of technical bid before the technical bid evaluation committee. Financial bids of only those products will be opened whose samples qualify as per technical specification by the technical evaluation committee. However, the committee may call for the samples at any point of time.

## GENERAL INSTRUCTIONS TO BIDDERS (GIB)

### 1. PREAMBLE:-

**i) Eligibility of Bidders:-**This invitation of Bids is open to reputed foreign/ Indian manufactures or their authorized dealers/ sole selling agents/ Stockiest authorized by the manufacturer to quote on their behalf for this tender/DGS&D approved registered firms. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender document may result in rejection of its tender.

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

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

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

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

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

**vi) Amendments to Tender Documents:-** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

Such an amendment will be notified on the website of AIIMS Patna i.e. [www.aiimspatna.org](http://www.aiimspatna.org) and Central Public Procurement Portal (CPPP): [www.eprocure.gov.in](http://www.eprocure.gov.in) and Government e-Marketplace (GeM). However the same will be notified to the bidders who have already submitted their tender in writing by registered / speed post or by fax / telex / e-mail, followed by copy of the same by registered post.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

**vii) Clarification of TE Documents:-** A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser on any working day (Monday to Friday) between 3.00 to 5.00 PM.

## 2 Tendering System

The tenders/Bids are to be submitted in two Parts i.e. **Part - I & Part II.**

**PART - I titled as TECHNICAL BID** shall contain the complete technical specifications and details on the competency of the bidder and also the commercial bid package with terms and conditions of supply, warranty, after sales service etc. (Except Price Bid Form). Apart from the documents and signed copy of the purchased tender document, the necessary enclosures should be submitted in this technical bid. In short, the technical bid should contain all the necessary documents to prove the technical competency and capability of the bidders for supplying and installing a trouble free equipment meeting the quality standards and technical specification and the ability of the bidders for providing efficient after sales service to the satisfaction of the Tender Inviting Authority and the user institution.

**PART - II titled as PRICE BID** shall contain only the 'Price Bid Form' duly filled in the prescribed Performa (Annexure - I) and Comprehensive Annual Maintenance Contract offer in prescribed format (Annexure – II). Price Bid not submitted in the prescribed performa will not be considered for evaluation and summarily rejected.

3. The tender offers, duly filled, shall be submitted in two separate sealed covers separately for **technical and price bids** respectively. Such covers shall be super scribed as **“TECHNICAL BID for Tender No. ....for supply of .....”** and **“PRICE BID for Tender No. ....for supply of .....”** as the case may be. Both the sealed covers shall be enclosed in another sealed (third) bigger cover which should also be super scribed as **“BID for Tender No.....for supply of .....”**
4. Quantity of items may increase or decrease. Director, AIIMS, Patna reserves the rights to purchase different sub items/ components of items from different bidders.
5. The Bidding Documents along with terms and conditions, technical specification can be obtained from the office of the Procurement Cell, AIIMS Patna on payment of **Rs. 1500/= (One Thousands Five Hundred only), Non -Refundable)** by way of demand draft favoring AIIMS, Patna payable at Patna.
6. The **“Bidding Document”** can also be downloaded from institute website [www.aiimspatna.org](http://www.aiimspatna.org) and Central Public Procurement Portal (CPPP): [www.eprocure.gov.in](http://www.eprocure.gov.in) and Government e-Marketplace (GeM). In case, downloaded bidding document is used, bidder(s) have to submit the cost of the Tender Document of Rs. 1,500/- (i.e. Rs. One Thousand Five Hundred Only) along with the technical Bid in the form of Demand Draft in favour of AIIMS, Patna payable at Patna towards cost of the **“Tender Document”**. If the cost of tender document is not submitted by the bidder(s), his offer shall be outright rejected and returned.
7. Last date for purchase of bidding document is 05/02/2018 up to 13:00 noon
8. Last date for submission of bidding document 05/02/2018 up to 13:00 noon. Bidders may sent their bid by registered post / speed post or may drop in tender box placed in the administrative office AIIMS Patna. Bidder(s) are requested to send the bid well in advance so as to ensure that bid reaches in time. Institute will not be responsible for any postal delay. **Bids received after due date and time shall be summarily rejected.**
9. **Earnest Money Deposit (EMD):**
  - a) **Earnest Money** of as per schedule of requirement is required to be submitted along with tender by D.D. from any scheduled Indian Bank along with the tender favouring AIIMS, Patna (payable at Patna). No interest is payable on EMD / Bid security.
  - b) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract without any interest.
  - c) EMD must be submitted in separate sealed envelope and endorsement of the same with DD number, date be made with technical bids
  - d) **Non-submission of sufficient EMD** along with the Technical Bid shall be one of the primary reasons for rejection of the offer in the first round.
  - e) Cheque, Cash payment, Money Order, Fixed deposit etc will not be accepted as EMD.



- f) The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.
- 10 Bidder(s) should mention the DGS&D registration, if registered, and attach photocopy of DGS&D registration certificate Photocopy of Income tax & sales tax clearance certificate should be enclosed.
- 11 For Imported Goods, Indian Agency Commission must be declared in financial bid.
- 12 The Bidder's shall have to submit the following documents in technical bid: -
- a). User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the item has been supplied and installed.
  - b). Performance certificate of the same supplied machine (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
  - c). Prerequisite (if any) for installation of the Machine, if any to be provided by the Institute.
  - d). If the manufacturing company and/or its Indian agent (for Foreign manufactured) have authorized some agency for participation in this tender for a limited period than in that case they (Manufactured/ Indian agent) shall have to submit an undertaking duly notarized by Public notary that if their tender is selected they shall be solely responsible for compliance of all the terms and conditions mentioned in the bilateral agreement for purchase and subsequent supply order even if their authorized agent is changed. Any tender offer without such certificate duly certified by public notary shall be rejected in technical scrutiny itself.
  - e). Bidder must submit a compliance checklist along with the technical bid itself.  
(Any tender offer without submission of above mentioned document (i.e. a to d) shall be rejected during technical scrutiny.)
  - f). If any new System/ Latest model machine is a launched in the market and seller has not installed such quoted models they should submit an undertaking that he has not installed such models previously. They may submit supply order / performance certificate of previous model, which was recently installed by them.
- 13 **Tender currencies:** - The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. If quoted in foreign currency, the same will be converted into Indian currency at the average exchange rate of RBI on the date of opening of Tender.
- 14 **Tender Prices:-** The Bidder shall indicate on the Price Schedule provided under Annexure I all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance.
- i) For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
    - a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all applicable taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly origin quoted ex-showroom etc.
    - b) Any taxes and any duties which will be payable on the goods in India if contract is awarded.
    - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of

## Requirements and Price Schedule.

- ii) Additional information and instruction on duties and Taxes:-** If the Bidder desires to ask for any tax to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- iii) Goods & Service Tax (GST):-** If a bidder asks for GST to be paid extra, the rate and nature of GST applicable should be shown separately like IGST,CGST,SGST or UTGST. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- 15 **Firm Prices:** - Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 14 will apply.
- 16 **Alternative Tender :-**
- a) Alternative Tenders are not permitted.
  - b) However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
  - c) Only one bidder is permitted to quote for the same manufacturer irrespective of models.
- 17 **Tender validity:** - The tenders shall remain valid for acceptance for a period of 120 days (One hundred and Twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- 18 **Late Tender:** - A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.
- 19 **Alternation and Withdrawal of Tender:** - The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.
- 20 **Scrutiny and Evaluation of Tenders:-**
- i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
  - ii) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
  - iii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the

tender itself without recourse to extrinsic evidence.

- iv) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

**21. Non- responsive tender :-**The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a). Tender is unsigned.
- b). Tender validity is shorter than the required period.
- c). Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
- d). Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form.
- e). Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f). Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g). Poor/ unsatisfactory past performance.
- h). Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- i). Bidder is not eligible as per eligibility criteria.
- j). Bidder has not agreed for the delivery terms and delivery schedule.

**22. Minor Infirmary/Irregularity/Non-Conformity:** If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non- conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post/courier/e-mail/fax/telephone etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**23. Discrepancies in Prices:**

- a). If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b). If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c). If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 23a and 23b above.
- d). If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored

**24. Comparison of Tenders:** The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
  - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- B.** The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

**C. Purchase Preference to Local Suppliers**

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

- 1. a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
- b. In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:
  - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
  - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
  - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
  - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

**2. Exemption of small purchases:** Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it

shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**3. Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

**4. Margin of Purchase Preference** The margin of purchase preference shall be 20%.

**5.** For any further interpretation GOI Order referred of para 20.5 will prevail.

#### **26 Bidder's capability to perform the contract:**

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

#### **27 Contacting the Purchaser:**

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

#### **28 Purchaser's Right to accept any tender and to reject any or all tenders**

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

#### **29 Variation of Quantities at the Time of Award/ Currency of Contract:**

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

#### **30 Notification of Award/Letter of Intent (LOI)**

- a) Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for equipment(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Institute.

- b) The successful bidder, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c) The Notification of Award shall constitute the conclusion of the Contract.

**31. Issue of Contract:**

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

**32 Non-receipt of Performance Security and Contract by the Purchaser/Consignee:** Failure of the successful bidder in providing performance security and / or returning contract copy not duly signed shall make the bidder liable for forfeiture of its EMD.

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

**34 Corrupt or Fraudulent Practices:**

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

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

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

**36 Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the warranty period and during the Comprehensive Annual Maintenance Contract.

**37** Successful bidder (L1) will have to sign Comprehensive Annual Maintenance Contract at the time of placement of Notification of Award. The warranty PBG will be released after 5 years only after submitting PBG for Comprehensive Annual Maintenance Contract (CAMC) value. If they fail to submit PBG for CAMC, this PBG submitted for warranty period of 5 years may be forfeited.

**38** The Director reserves the right to accept or reject any or all tenders without assigning reasons.

**39** The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**(Faculty-in-charge)**  
**Procurement Cell**  
**AIIMS Patna**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

### **1. Use of contract documents and information**

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

### **2. Patent Rights**

- (i) The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

### **3. Country of Origin**

- (i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- (ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- (iii) The country of origin may be specified in the Price Schedule

### **4. Assignment**

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

### **5. Sub Contracts**

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

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

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

### **8. Inspection and Testing:** - The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also

the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

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

#### 9. Guarantee/Warranty Terms:

- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) All the equipments including the accessories supplied as per the technical specification as mentioned in the bidding document should carry comprehensive warranty (including all spares, accessories and consumables) for a period mentioned in this document in the first instance. During this period, the successful Bidder shall replace all defective parts / accessories / consumables and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful Bidder during the period of comprehensive warranty. The items which are not covered under warranty should be clearly mentioned along with rate of the items.
- d) On expiration of the comprehensive warranty period, the successful Bidder shall be willing to provide after sales support for an additional period prescribed in this document.
- e) The prospective Bidder, who is manufacturer, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide **spare parts** for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the Bidders – their existing dealers - couldn't provide service during the warranty / CAMC period. **The undertaking from OEM is an essential**



**document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.**

- f) After sales service centre in Patna (Bihar) preferably or at least in East India should be available as part of the pre-qualification and the Bidder shall provide proof of their capability to undertake such maintenance/repair within the stipulated time. (Companies without service center in Patna should give an undertaking that they shall establish one within a year of the signing of contract)
- g) The successful Bidder shall provide preventive maintenance as per the frequency mentioned in this document during the warranty period. The Bidder shall attend any number of break down/repair calls as and when informed by the institute authority.
- h) Upon receipt of such notice for repair/breakdown from the institute, the successful Bidder shall, within the period as specified in this document, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.
- i) If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified mentioned in this document, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
- j) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting Bidder.
- k) The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User and also when major spares are replaced.
- l) Any mandatory approval required for installation shall be obtained by the successful Bidder in liaison with the respective authorities.
- m) The Bidder shall submit the parameters which require calibration and the frequency of calibration required.
- n) The Bidder shall undertake on-site calibration of the equipment every year as part of the after sales service during the period of comprehensive warranty, CMC/AMC or on demand from the user.
- o) The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment If yes they should submit the list of such consumables along with price list and frequency of replacement per year, if the same is not replaced free of cost during warranty / guarantee period.
- p) The offered warranty includes:
  - i). Visits to the user institutions at frequencies prescribed as part of preventive maintenance.
  - ii). Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the user.
  - iii). Quality Assurance tests (if applicable).
  - iv). The cost of labour for all repairs/ and all spares required for replacement during repairs all kinds of accessories, Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.
  - v). The exclusion of warranty of any vital equipment parts will be compared with offers of other Bidders during evaluation of the bids and this may be taken into consideration in deciding the successful Bidder on the basis of expert advice.
  - vi). The Bidder shall provide up-time warranty of complete equipment as mentioned in this document, the uptime being calculated on 24 (hrs) X 7 (days) basis failing Warranty period will be extended for every additional day of down time equal to one week.

- vii). The installed software should be the latest one for the particular model and all future software updates should be provided free of cost during the Warranty period.

**10. Comprehensive Annual Maintenance Contract:**

- a) The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority, at its discretion, prior to the expiration of warranty period. In case if it is decided by Institute to enter into CAMC contract, the vendor will have to submit CAMC agreement (format placed at Annexure-VIII ) at the time of supply of items. The CAMC amount in the PBG will be 10% of the CAMC cost.
- b) The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful Bidder for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.
- c) The cost of CMC, accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any. The taxes to be paid extra, to be specifically indicated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- d) Failure/refusal on the part of the successful tender supplying/installing the equipments to enter into CMC with the Tender Inviting Authority, at the end of the Comprehensive Warranty Period, if the Institute, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the Bidder.
- e) The successful Bidder shall also indicate the rates for the CMC in price bid form and such rates are binding on the successful tenders after the expiration of the warranty period. The yearly rates for CMC shall remain the one and the same as quoted in the price bid form for the extended years.
- f) Cost of CMC (excluding taxes, if any) will be considered for Ranking/Evaluation purpose.
- g) The payment of the agreed CMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/ break down report from the user.
- h) The Bidder shall also have to submit whether periodic replacements of consumable items are required for proper functioning of their quoted machine/Equipment? If yes they should submit the list of such consumables along with price list and frequency of replacement per year if the same is not included in quoted Comprehensive Annual Maintenance Contract charges per year.

**11. Time Limits prescribed**

Sl. No	Activity	Time Limit
a.	Installation & Delivery period	6 weeks from date of issuance of Supply Order
b.	Comprehensive warranty period	5 years from the date of successful installation.
c.	CMC period	5 years after expiry of the 5 years warranty
d.	Frequency of visits to all User Institution concerned during Warranty/CMC	One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
e.	Frequency of payment of CMC charges	Every six months after completion of the Period.
f.	Submission of Performance Security and entering into contract	10 days from the date of issuance of Letter of Intent
g.	Maximum time to attend any Repair call	Within 24 hours.
h.	Uptime in a year during warranty as well as during CAMC period.	95% of 365 days.

- 12.** Firm have to provide a minimum **UPTIME GUARANTEE** of 95% (95% of 365 Days) per year during the warranty period as well as during the Comprehensive Annual Maintenance Contract.

13. While calculating the total unit price of the item / system to be procured, expenditure to be incurred in maintenance of the quoted item / system including all spare parts for a total period of 5 years after expiry of the warranty period of 5 years shall also be taken into consideration. Accordingly, it is mandatory for the bidders to submit the rate for Comprehensive Annual Maintenance Contract (with spares) for a minimum period of 5 years after the expiry of warranty period of 5 years.
14. Supplier will submit undertaking for ensuring uninterrupted supply of spares during the total life span of the equipments.
15. Indian agency commission and Installation charge if any will be paid in Indian rupees after successful installation and demonstration of the equipments.
16. Principal's Invoice of the quoted items must be submitted with the quotations.
17. Proof of the official Indian agent certificate of the firm must be attached. (Notary Certified Photocopy)
18. In order to fully and optimally utilize the equipment, training to Para Medical Staffs and Doctors should be provided. In continuation to this training, separate maintenance training for the machine and the sub systems should also be given to the "Equipment Maintenance Engineer" and "Equipment Maintenance Technicians". All the financial commitments in this regard shall be met by the bidder(s).
19. Bidder(s) have to submit an affidavit to the effect that they have not supplied the offered item(s) to any Govt., semi Govt. / Pvt. Organization, Institution, Nursing Home etc. at the price lower than the price offered to AIIMS, Patna.
20. All the claims regarding meeting the specifications shall be duly supported by appropriate, latest technical catalogues/brochures from the manufacturer. Simply stating that the equipment(s) meets the specifications is not sufficient and any such quotations will be summarily rejected. Computer printed documents or Photostat copy or laser printouts will not be accepted as technical catalogues / brochures.
21. **Warranty Period:**
  - a) The "**Complete System**" shall remain under warranty period of **5 years** from the date of satisfactory installation. The Complete System should include the basic unit and allied supporting components like UPS, Computer System, Printer, De-ionizer, Dehumidifier etc to be supplied by the bidder along with basic unit.
  - b) During warranty period of 5 years, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval, a proportionate deduction in the form of penalty on pro-rata basis will be recovered from the bidder from the Bank Guarantee amount. In case the Bank Guarantee is not adequate, Institute shall have right to recover the losses / penalty from other sources as well.
  - c) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
  - d) During warranty period, **bidder** shall maintain and keep **95% uptime** per year of the "**Complete System**" as per calculation given below:-
    - 1 Year = 365\_days
    - 95% of 365 days = 347 Days per annum**
  - e) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
  - f) During warranty period, **bidder** will make the "**Complete System**" in satisfactory working condition. In case, any spare parts, accessories, PCB, consumables etc. needs replacement due to normal wear and tear, **bidder** will supply and install the same for which no additional payment is to be made. If any spares / accessories / consumables etc. are not replaced by the bidder during warranty period, bidder should mention it clearly with name of the items with frequency of replacement and its rate with a validity to cover warranty period.
  - g) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the warranty period will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.

- h) During warranty period, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Dy. Director, AIIMS Patna with one member from the bidder and one member from the Institute will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

**22. After Sales Services: -**

- a) After expiry of the warrantee/Guarantee period of the equipment, the Indian agent will have to undertake the Comprehensive Annual Maintenance contract (with spare parts, accessories, consumables etc.) of the Complete System for the further life span of equipment. The life span of the equipment shall not be less than ten years. In special circumstances the total life span of the Equipment/ items may be reduced by the Institute.
- b) The Complete System should include the basic unit and allied supporting components like UPS, Stabilizer, Computer System, Printer, De-ionizer, Dehumidifier etc to be supplied by the bidder along with basic unit.
- c) During Comprehensive Annual Maintenance Contract, bidder shall provide at least **four maintenance visits per year** at regular interval for usual maintenance and supervision. If bidder fails to provide these maintenance visits at regular interval per year, a proportionate deduction in the form of penalty at the rate of 25% of contract amount per year will be deducted.
- d) Bidder shall also attend all breakdown calls within 24 hours of the receipt of the information from institute through fax/e-mail/mobile/sms etc.
- e) During Comprehensive Annual Maintenance Contract, **bidder** shall maintain and keep **95% uptime** per year of the **“Complete System”** as per calculation given below:-  
1 Year = 365\_days  
**95% of 365 days = 347 Days per annum**
- f) The bidder shall compensate the uptime less than the specified above for **every additional day** of down time over and above 18 days stipulated above, warranty period will get extended by one week as penalty at no extra cost i.e. the extended penalty period will be equal to one week for every additional day of down time.
- g) During Comprehensive Annual Maintenance Contract, **bidder** will make the **“Complete System”** in satisfactory working condition. In case, any spare parts, accessories, PCB, all type of consumables etc. needs replacement due to normal wear and tear; **bidder** will supply and install the same for which no additional payment is to be made. **.If any spares / consumables / accessories etc. are not covered under Comprehensive Annual Maintenance Contract charges, it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.**
- h) The payment of Comprehensive Annual Maintenance Contract will be made on half yearly basis after submission of satisfactory functioning report of the Complete System by the officials authorized by the Institute.
- i) In case, the **bidder** is not able to provide services (and the items / accessories is not functioning as the reason thereof) due to natural calamity (act of God), Political unrest, Riot and fire at the user site, then in such a situation the Comprehensive Annual Maintenance Contract will be extended by the period for which the item / accessories could not be operated because of supplier not been able to provide services.
- j) During Comprehensive Annual Maintenance Contract, in case of any alleged damage due to accident / human error, a committee under the Chairmanship of Director, AIIMS. – Patna with one member from the bidder and one member from the Institute will decide the authenticity of the claim. The decision of the committee shall be final and binding on both the parties.

## 23. Performance Security

- a) There will be a performance security deposit amounting to 10 % of the total value of the equipment including taxes, which shall be submitted by the successful bidder within 10 days from the date of issuance of "Letter of Intent".
  - b) The contract duly signed and returned to the Institute shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
  - c) Upon receipt of such contract and the performance security, the Institute shall issue the Supply Orders containing the terms and conditions for the execution of the order.
  - d) Failure of the successful bidder in providing performance security as mentioned above and / or in returning contract copy duly signed in time shall make the bidder liable for forfeiture of its EMD.
  - e) The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below.
  - f) It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Institute.
  - g) Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.
24. An undertaking of the principal regarding continuity of after sales and services (CAMC) @ the agreement rate even in case of changes of Indian agent during the life span of the equipment must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.
25. **Delivery period:** - Delivery period for supply of items would be six weeks from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
26. **Liquidated Damage:** -
- In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods are conduct trails, installation of equipment, training, etc. as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

## 27. Payment: -

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

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

### a) On delivery:-

- i) 90% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:
- ii) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- iii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iv) Two copies of packing list identifying contents of each package;
- v) Inspection certificate issued by the nominated person/committee/agency, if any.

### b) On Acceptance:-

Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Or

100% after acceptance of goods along with the documents quoted above.

c) Payment will be released within 30 days subject to fulfillment of conditions in clause (a) and (b) above.

ii) **Payment for imported goods** For imported goods payment shall be made in the following manner

(a) **On Shipment:-** 75% of payment of the contract price shall be paid 60 days after presentation of shipping documents (goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country) and upon the submission of the following documents:-

- a. Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount.
- b. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading /Airway bill.
- c. Insurance certificate
- d. Certificate of Origin by the Chambers of Commerce of the concerned authority.
- e. Certificate of Country of Origin.
- f. Manufacture's / Supplier's warranty certificate
- g. Manufacturer's own factory inspection report. ;

b) **On Acceptance** – 25% payment would be made after satisfactory installation & commissioning on issuance of Inspection Certificate by the AIIMS, Patna

(Note: The supplier shall not claim any interest or any other payment under the contract.)

28. **Validity of Price:-** Minimum up to one year from date of tender submission and it should be extendable.
29. **Part Supply:** No part supply/ wrong supply or short supply will be accepted by the Institute. The Director, AIIMS, Patna will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.
30. **Spare parts :-** The spare parts as selected by the Purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; In case the production of the spare parts is discontinued:
- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) Immediately following such discontinuation, providing the Purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser.
  - iii) Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period (minimum 8 years).
31. **Incidental Services :-** The supplier shall be required to perform following services:-
- i) Installation & commissioning, Supervision and Demonstration of the goods.
  - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - iii) Training of Purchaser's Doctors, Staff, Operators etc. for operating and maintaining the goods.
  - iv) Supplying required number of operations and maintenance manual for the goods.
32. **Packing & Marking:-** Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with the following with indelible paint of proper quality:-
- a) Contract number and date

- b) Brief description of goods including quantity
  - c) Country of origin of goods
  - d) Purchaser's name and full address
  - e) Supplier's name and full address
33. Supplier may have to provide required manpower for running the equipments at mutually agreed remuneration (Which shall not be more than remuneration payable for the particular category of staff at AIIMS) at the sole discretion of the Institute, till institute is able to arrange its own staff for the purpose.
34. **Insurance:** Insurance up to Patna will be borne / arranged by principal supplier/his Indian Agent.
35. **Installation & site plan:** Requirement regarding site/location for installation of equipment, if any, should be mentioned in the tender. Time required for installation of system after delivery must be mentioned. In case of delay in installation institute will have right to charge liquidated damage.

Specify the following points for installation of the System: -

- a) Total power consumption along with breakup of main System and Accessories.
  - b) Whether the System needs uninterrupted power supply.
  - c) Maximum tolerated transfer time in case of interruption of power supply.
  - d) Whether the System needs any humidity control device.
  - e) Whether the System needs any separate power line/isolation Transformer.
  - f) Does the System need the electrical shielding?
  - g) Whether Air Conditioner is required for the System.
  - h) Does it require special civil works for installation?
36. The bidder should also quote for supply of "Un-Interrupted Power Supply" (UPS) with a battery back up of at least 30 minutes, "Constant Voltage Transformer (CVT)" of reputed manufacturer of required capacity along with Spike Suppressor or "Servo Voltage Stabilizer" as per requirement of the System. Bidder may quote the prices for all the above items (UPS/CVT/SERVO VOLTAGE STABILIZER) and the decision will be taken during technical evaluation of the item whether UPS is suitable or CVT / Servo Voltage Stabilizer will serve the purpose (if required for functioning of equipment).
37. **Responsibility:-**The principal as well as its agent will be severally and jointly responsible for ensuring the minimum life span of 10 years for the equipment. Both the said principal abroad and his Indian agent will have the full responsibility for the proper functioning of the equipment/instruments within the warranty period and thereafter during the life span of the equipment
38. The bidder is required to provide list of persons (along with their permanent and correspondence address) owing more than 1% share ownership in the company/firm (both principle and Indian Agent).
39. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
40. In order to fully and optimally utilize the equipment, training to paramedical staff and Doctors should be provided. In continuation to this training separate maintenance training for the machine and the sub system should also be given to the Equipment Maintenance Engineer and Maintenance Technicians of the Institute. All the financial commitment in this regard shall be met by the firm/Principal.

**41. Governing language**

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

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

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

**43. Penalties for non-performance**

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

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

#### 44. Termination of Contract

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

#### 45. Force Majeure:-

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



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

**47. Resolution of disputes :-**

- a) If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

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

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

**(Faculty-in-charge)**  
**Procurement Cell**  
**AIIMS Patna**

**SCHEDULE OF REQUIREMENTS**

<b>SI No</b>	<b>Name of the Department</b>	<b>Name of the equipment</b>	<b>Qty.</b>	<b>EMD</b>	<b>Warranty required</b>	<b>CAMC required</b>
1.	Department of Physiology	Supply & Installation of Spirometer (as per technical specification)	2	16,000/=	5 year	5 year

**PRICE SCHEDULED FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA.**

1	2	3	4	5								6
				<b>Price per unit (Rs.)</b>								
Sl. No. as per schedule of Requirements	Brief description of goods Make: Model:	Country of origin	Qty. nos.	Ex- factory /ex-warehouse /ex-showroom/off-the shelf  (A)	GST [IGST OR CGST & SGST] (if any % and value)  (B)	Other Taxes (if any % and value).  (C)	Packin g and forwar ding charge  (D)	Inland transportation , insurance for a period including 3 months delivery, loading/ unloading and incidental cost till consignee site.  (E)	Incidental services (including installation & commissioning, supervision demonstration and training) at consignee site.  (F)	Unit price ( at consignee site basis(G)  G = A+B+ C+D+E+F	Total unit price ( At Consignee Site)  Basis Col. No. 4 X Col. No. 5(G)	

Total quoted price in Rs. ....

In Words: .....

**Note:**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warrantee shall be quoted separately as per price scheduled.
3. Enclose at-least two supply orders of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given in the Price bid

Place:-

Date:-

Name:

Business Address:-

Signature of Bidder:-

Seal of the Bidder:-

**PRICE SCHEDULED FOR GOODS TO BE IMPORTED FROM ABROAD**

1	2	3	4	5							6
				Price per unit ( CURRENCY)							
Sl. No. as per schedule of Requirements	Brief description of goods Make: Model:	Country of origin	Qty. nos.	FOB price at port/Airport of lading	Carriage & Insurance (port of loading to port of entry) and other incidental cost	Custom Duty amount with CDEC & NMIC (if applicable)	Customs Clearance & Handling Cost (if any)	Incidental Services (Including Installation & Commissioning, supervision Demonstration & Training) at consignee's site. ( E )	Extended Insurance (Local transportation and storage) from port of entry to the consignee site for a period including 3 month beyond date of delivery. ( F )	Unit Price on CIP Named port of Destination + Extended Insurance (Local Transportation and storage) ( G )	Total Price on CIP Named Port of Destination + Insurance ( Local Transportation and storage) 4 X 5(G)
				(A)	(B)	(C)	(D)				

To be paid in Indian Currency (Rs): .....

Total Tender Price in Foreign Currency: .....

In Words;-.....

**Note:-**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warrantee shall be quoted separately as per price scheduled.
3. The Bidder will be fully responsible for the safe arrival of the goods at the named port of entry in goods condition as per terms of CIP as per INCOTERMS, if applicable

Indian Agent;- **Indian agency commission: % of FOB**

Place: -

Date: -

Name:-

Signature of Bidder:-

Business address:-

Signature of Bidder:-

Seal of the Bidder:-

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT PRICES SCHEDULE**

S. No.	Item Description	1 <sup>st</sup> Yr.	2 <sup>nd</sup> Yr.	3 <sup>rd</sup> Yr.	4 <sup>th</sup> Yr.	5 <sup>th</sup> Yr.	Total Comprehensive Annual Maintenance Contract over a period of five years after expiry of warranty period of five years from the date of successful installation. (J = C+D+E+F+G)
A	B	C	D	E	F	G	J
1.	Name of the Equipment: Make: Model: Qty.:						
2.	Name of the Equipment: Make: Model: Qty.:						

**Scope of Contract (details as mentioned in the Clause No. – 24 of “General instruction to Bidders”(GIT) & Clauses No.: 9, 10,11,12,13 and 22 of “ General Condition of Contract” (GCC):**

- a) The rate of Comprehensive Annual Maintenance Contract as mentioned above should cover the Complete System. Complete System should include the basic unit and allied supporting components like UPS, Stabilizer, Computer System, Printer, De-ionizer, Dehumidifier etc to be supplied by the bidder along with basic unit.
- b) Preventive maintenance visit: Four Maintenance visits at regular interval for usual maintenance & supervision failing which 25% of the contract amount per visit would be deducted as penalty.
- c) Break down maintenance visit: As & when required
- d) Response Time: within 24 Hours
- e) Uptime Guarantee: 95% of 365 days
- f) The above-mentioned charges should include labour charges for maintenance and breakdown visits per year, spares, accessories and all type of consumables required for the maintenance of the supplied items. If any spares / consumables / accessories etc. are not covered under above-mentioned charges; it should be clearly mentioned with frequency of replacement and with rate. The validity of rate of such items should also be mentioned clearly. What will be the rate of escalation on the quoted rate after expiry of the validity of rate of such item must be mentioned.
- g) Payment of Comprehensive Annual Maintenance Contract would be made on half yearly basis after completion of work and satisfactory working report. In no case, advance payment is to be considered.

**Seal and Signature of the bidder**

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

No.

Dated:

To

**Faculty-in-charge**  
**Procurement Cell**  
**All India Institute of Medical Sciences,**  
**Patna – 801507 (Bihar, India)**

Dear Sir,

Tender No :  
Equipment Name :

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

(Name)  
For and on behalf of M/s. \_\_\_\_\_

Date: \_\_\_\_\_ (Name of manufacturers)

Place:

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

**BANK GUARANTEE FORM**

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

To,  
All India Institute of Medical Sciences, Patna  
Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s \_\_\_\_\_ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as required under the terms and conditions of contract / work order no dated \_\_\_\_\_ [ hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, \_\_\_\_\_ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

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

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

3. We \_\_\_\_\_ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any

court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

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

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

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

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

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

Signed on the \_\_\_\_\_ day of \_\_\_\_\_

**Signature**

**For the Bank**

**Witness:**

**Name(s) & Designation(s)**

**Name & Address**



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

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

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

Dated this the \_\_\_ day of 201\_ For\_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

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

**Format of Experience certificate**

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

\* Attach certificate(s) of payments.

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

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

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

Date:  
Place:  
Seal of the Agency

(Signature of the Bidder)  
Name:  
Designation  
Address:

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

Deponent

Agreement for Comprehensive Maintenance Contract  
(On Non-Judicial Stamp paper of Rs. 100)

1 This agreement regarding the maintenance of \_\_\_\_\_ made this day \_\_\_\_\_ by and between All India Institute of Medical Sciences Patna represented by Director (Hospital/user) (Herein after referred to as the First Party) and \_\_\_\_\_ (hereinafter referred to as the "second Party") which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees.

**2 The Agreement**

**2.1** This Agreement concerns the maintenance contract of \_\_\_\_\_, equipment on turnkey basis to be supplied by the Second Party according to Supply order(S) No. \_\_\_\_\_ Dt. \_\_\_\_\_. Further, the equipment is to be installed by the Second Party at the designed premises of the first party according to the schedule agreed upon.

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

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

**3. Maintenance of the Equipment during Service Contract period: -**

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

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

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

**4. Spares**

**4.1** Spares Parts during Guarantee / Warranty period:

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

**5 Service Charges and Payment during Contract Period:**

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

**5.2** The Comprehensive Maintenance Contract Service charges payable during the service contract period by the First Party to Second Party shall be under:

Rate of 1st Year = \_\_\_\_\_

Rate of 2nd Year = \_\_\_\_\_  
 Rate of 3rd Year = \_\_\_\_\_  
 Rate of 4th Year = \_\_\_\_\_  
 Rate of 5th Year = \_\_\_\_\_

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

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

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

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

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

**6 Force Majeure:**

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

**7 Arbitration:**

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

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

**7.3** Upon every or any such reference, the cost of any incidentals to the reference and award (s) respectively shall be at the discretion of the Arbitrators or in the event of their no agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall direct by whom and in what manner the same shall be borne and paid.

**8. JURISDICTION:**

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

By the said (Second Party)

For \_\_\_\_\_

Signature

Name

Designation

In the Presence of (Witness)

by the said (First Party)

for AIIMS PATNA.

Signature

Name

Designation

Signature

Name:

Address :

Signature

Name :

Address:

**CERTIFICATE OF PRICE JUSTIFICATION**

[To be given on letter head]

Tender No.:

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

**SIGNATURE AND STAMP OF THE BIDDER**

**DECLARATION FORM**

[To be given on letter head]

Tender No.:

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

**SIGNATURE AND STAMP OF THE BIDDER**

**SPECIFICATIONS OF EQUIPMENTS MENTIONED IN SCHEDULE OF REQUIREMENTS****Specifications:**

- Should have digital display of atleast 7 inch.
- Should have storage capacity of atleast 7,000 Spirometry tests or 900 hours of Oximetry recording coupled with powerful and flexible search services.
- Should be Disinfectable, 100% cross-contamination free, which is important to prevent the spread of communicable respiratory diseases.
- Should have Zero Flow Resistance - suitable also for children and severely ill patients;
- Should be portable, light weight.
- Standard pulmonary function parameters:
  - FVC, -FEV\*0.5, FEV\*0.5/IVC, FEV\*0.5/FVC, FEV\*1.0/IVC, FEV\*1.0/FVC, PEF, FEF\*25-75%, MEF\*75%, MEF\*50%, MEF\*25%, FET, MTT, FIVC, FIV\*0.5, FIV\*1.0, PIF, FIF\*25-75%, VC, IRV, ERV
- Should have facility to work on Rechargeable battery and mains power.
- Should have Temperature Sensor: Semiconductor (0 - 45 °C).
- Should have Flow Sensor: Bi-Directional digital turbine/ ultrasound based sensor.
- Should have Flow Range:  $\pm 16$  L/s.
- Should have Volume Accuracy:  $\pm 3\%$  or 50 mL.
- Should have Flow Accuracy:  $\pm 5\%$  or 200 mL/s.
- Should have Dynamic Resistance:  $< 0.5$  cmH<sub>2</sub>O/L/s.
- Should have Connectivity: USB 2.0, Bluetooth 2.1. Wireless or via cable Real Time test directly on your PC.
- Should have Spirometry Test After Drug Administration: Bronchodilator Reversibility, Bronchial Challenge with FEV1-response curve with protocols for both Methacholine and Mannitol.
- Should have Patient Trend Charts for Easy Follow-Up: Search engine for instant access to database. Wide choice of communication protocols for integration with EMR.
- Fast and silent built-in printer with customizable printout format.
- Should be supplied with a Carrying case.
- Should have facility for Direct connection to an external USB Printer
- Should be US FDA/CE certified.
- Should have warranty of 5 years.

Should