

**CARDIAC THORACIC & NEURO SCIENCES CENTRE  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, ANSARI NAGAR, NEW DELHI-110  
029, INDIA.**

**S.NO. OF TENDER** : \_\_\_\_\_

**FILE NO.** : *Global Tender No.11/CNC/Card/16-17/ST*

**Name of the party in whose  
Favour the Tender form has** : \_\_\_\_\_  
\_\_\_\_\_

**been issued:** \_\_\_\_\_  
\_\_\_\_\_

(SEAL OF THE OFFICER)



**TENDER ENQUIRY DOCUMENT  
FOR PURCHASE OF  
High End Echocardiography System (01Nos)**

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**ALL INDIA INSTITUTE OF MEDICAL SCIENCES****ANSARI NAGAR, NEW DELHI-110 029****NOTICE INVITING TENDERS (NIT)**

(1) On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, Stores Officer (CNC) invites sealed global tenders in two bid system (Technical bid and financial bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

S. No.	Tender Enquiry Number	Brief Description of Goods (Item name)	Qty.	Tender fee (in Rs. or for an equivalent amount in foreign currency)	Amount of Bid Security (in Rs. or for an equivalent amount in foreign currency)
1.	G.T. NO.11/CNC/Card/16-17/ST	Purchase of High End Echocardiography System	01	1000/-	120000/-
Last date for sale of TE documents		28.03.2017 upto 4:00 PM			
Closing date & Time for Receipt of Bids:		On or before 29.03.2017 upto 3:00 PM			
Date, Time and place of opening of technical bids:		30.03.2017 at 10.30 A.M. in Store Section (CNC) Room No. 17, 1 <sup>st</sup> Floor New Private Ward, Old Nurses Hostel AIIMS, New Delhi-110 029.			
Pre Bid Meeting:					

(2) Tender Enquiry documents containing detailed specifications along with terms and conditions can be had from the office of Stores Officer (CNC) from 14.30 hrs. to 16.30 hrs on all working days (Monday to Friday) and 11.00 hrs to 12.30 hrs on Saturday, till a day prior to the closing date of receipt of bid indicated above.

(3) Tender Enquiry Documents may be purchased on payment of non-refundable fee (as mentioned above in Indian currency or for an equivalent amount in foreign currency) by way of Demand Draft drawn favour of '**AIIMS CNC A/C**', drawn payable at New Delhi. (Postal Orders/Cash are not acceptable).

(4) If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders and by international airmail to the foreign bidders, for which extra charges per set will be Rs.100/- for domestic post and Rs. 500/- or an equivalent amount in foreign currency for international airmail. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

(5) The bidders may also download the tender documents directly from the website available at [www.aiims.ac.in](http://www.aiims.ac.in), [www.aiims.edu](http://www.aiims.edu). and [www.tenders.gov.in](http://www.tenders.gov.in). in such case, the bidders are required to submit the tender cost fee of Rs.(as mentioned in NIT) (Non-refundable) by way of separate demand draft drawn in favour of '**AIIMS CNC A/C payable at New Delhi** for each tender separately and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically superscribe, "downloaded from the website" on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

(6) It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person, are dropped in the **Tender Box of Stores Section (CNC), Room no. 17, 1st Floor, New Private Ward, Old Nurses Hostel, AIIMS, Ansari Nagar, New Delhi-110 029**" or received by the closing date and time stipulated above in the Para 2 for receipt of Bid, failing which the bid would be considered late and rejected. The bids dropped in the other section/departments/Centres of AIIMS, will not be considered for submission and such bids will be summarily rejected.

(7) The bid security as mentioned above will have to be deposited through Bank Guarantee./Demand Draft drawn in favour of the "**AIIMS CNC A/C**" **New Delhi** along with the tender (Technical Bid). No interest is payable on Bid Security.

(8) The Tender Enquiry document is not transferable.

(9) In the event of any of the above mentioned dates being declared as a holiday / closed day for AIIMS, the tenders will be sold/received/opened on the next working day at the prescribed venue and time.

Please visit our website at [www.aiims.edu](http://www.aiims.edu), [www.aiims.ac.in](http://www.aiims.ac.in), & [www.tenders.gov.in](http://www.tenders.gov.in). for further details of this tender.

**(ASSTT. STORES OFFICER, CNC)**

**Stores Section (CNC)**

**Room No. 17, 1<sup>st</sup> Floor,**

**New Private Ward,**

**Old Nurses Hostel,**

**AIIMS, Ansari Nagar, New Delhi: 110 029.**

**Ph: 011-26546651**

**SECTION - II**  
**GENERAL INSTRUCTIONS FOR TENDERERS (GIT)**  
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## **SECTION – II**

### **GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

#### **A. PREAMBLE**

##### **1. Definitions and Abbreviations**

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

##### **1.2. Definitions:**

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Bidder / Manufacturer.
- (iii) "Bidder" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender.
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it.
- (ix) "Consignee" means the user department of Institute to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

### 1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "GNIT" means Global Notice Inviting Tenders.
- (iii) "GIT" means General Instructions for Tenderer
- (iv) "SIT" means Special Instructions for Tenderer
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "PSU" means Public Sector Undertaking
- (ix) "CPSU" means Central Public Sector Undertaking
- (x) "LC" means Letter of Credit
- (xi) "DP" means Delivery Period
- (xii) "BG" means Bank Guarantee
- (xiii) "ED" means Excise Duty
- (xiv) "CD" means Custom Duty
- (xv) "VAT" means Value Added Tax
- (xvi) "CENVAT" means Central Value Added Tax
- (xvii) "CST" means Central Sales Tax
- (xviii) "RR" means Railway Receipt
- (xix) "BL" means Bill of Lading
- (xx) "FOB" means Free on Board
- (xxi) "FCA" means Free Carrier
- (xxii) "FOR" means Free On Rail
- (xxiii) "CIF" means Cost, Insurance and Freight
- (xxiv) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination.
- (xxv) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxvi) "INCOTERMS" means International Commercial Terms as on the date of Tender opening.
- (xxvii) "AIIMS" means All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29.
- (xxviii) "CMC" means Comprehensive Maintenance Contract (Including all spares, labour and preventive maintenance).
- (xxix) "RT" means Re-Tender.

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "Schedule of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction for Tenderers") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The bidders shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.



- 2.4 Before formulating and submitting the tender to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

### **3. Availability of Funds**

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

### **4. Language of Tender**

- 4.1 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 the 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 version and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 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 version, in which case, for purpose of interpretation of the tender etc, the English version shall prevail.

### **5. Eligible Bidders**

- 5.1 This Notice Inviting Tender is open to all suppliers who fulfil the eligibility criteria specified in these documents.

### **6. Eligible Goods and Services**

- 6.1 All goods and related services to be supplied/provided 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 provided.

### **7. Tendering Expense**

- 7.1 The bidder shall bear all cost and expenditure incurred and/or to be incurred by in connection with tender including preparation, mailing and submission of tender and for subsequent processing. 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.

## **B. TENDER ENQUIRY DOCUMENTS**

### **8. Content of Tender Enquiry Documents**

- 8.1 In addition to Section I – "Global Notice Inviting Tender" (GNIT), the TE documents include:
- Section II – General Instructions for Tenderer (GIT)
  - Section III – Special Instructions for Tenderer (SIT)
  - Section IV – General Conditions of Contract (GCC)
  - Section V – Special Conditions of Contract (SCC)
  - Section VI – Schedule of Requirements
  - Section VII – Important Terms and Conditions
  - Section VIII – Quality Control Requirements
  - Section IX – Qualification Criteria
  - Section X – Tender Form

- Section XI – A-Price Schedules for domestic equipments
  - B-Price Schedules for imported equipments
  - C-Price Schedules for CMC
  - D-Price Schedules for turnkey works
  - Section XII – Questionnaire
  - Section XIII – Bank Guarantee Form for EMD
  - Section XIV – Manufacturer's Authorisation Form
  - Section XV – Bank Guarantee Form for Performance Security/CMC Security
  - Section XVI – Check List for the Bidders
  - Section XVII – Technical Specifications
- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders should examine carefully all such details etc to proceed further.
- 9. Amendments to TE documents**
- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents by issuing suitable amendment(s) to TE documents. The amendments will be published on institute website [www.aiims.edu](http://www.aiims.edu) and linked with [www.tenders.gov.in](http://www.tenders.gov.in).
- 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective bidders, which have received/purchased the TE documents from office of the Stores Officer (CNC).
- 9.3 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.
- 10. Clarification of TE documents**
- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

## **C. PREPARATION OF TENDERS**

### **11. Documents Comprising the Tender**

- 11.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid (Financial bid)" prepared by the bidder shall comprise the following:

#### **A) Techno – Commercial Bid (Un priced Tender)**

- i) Earnest money furnished in accordance with GIT clause 19.1.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish valid Manufacturer's Authorisation Form.

- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the TE documents.
- vii) Performance Statement with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XI (A,B,C,D) filled up with all the details including Make, Model Quantity etc. of the goods offered with prices blank (**without indicating any prices**). **The bid of the firm who declare the prices of equipment in the technical bid shall be summarily rejected.**
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XVI.

**B) Price Bid (Financial Bid):**

The information given at clause No. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
  2. It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the bidder must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.3 A tender, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored and not accepted at all.

**12. Tender currencies**

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupee.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Canadian Dollor, Singapore Dollor, Euro, GBP, CHF or Yen etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

**13 Tender Prices**

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section XI 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.

- 13.2 If there is more than one item in the Schedule of Requirements, the bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 **For domestic goods or goods of foreign origin located within India or goods to be imported and supplied against payment in Indian Rupees**, 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 taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the 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 warehouse, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule.
  - d) the price of Incidental Services, as mentioned in schedule of Requirements and Price Schedule;
  - e) the prices of Turnkey (if any), as mentioned in Schedule of Requirements, Technical Specification and Price Schedule; and
  - f) the price of annual CMC, as mentioned in Schedule of Requirements, Technical Specification and Price Schedule.
  - g) Payment of INR shall be made through Electronic Clearing System only and the charges shall be deducted from the bill.
- 13.4.2 **For goods offered from abroad**, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of goods quoted FOB/FCA port of shipment, as indicated in the Schedule of Requirements and Price Schedule;
  - b) the price of goods quoted CIP (name port of destination) in India as indicated in the Schedule of Requirements.
  - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee warehouse. Other local costs and Incidental costs, as specified in the Schedule of Requirements and Price Schedule;
  - d) the charges for Incidental Services, as in the Schedule of Requirements and Price Schedule;

- e) the prices of Turnkey ( if any), as mentioned in Schedule of Requirements, Technical Specification and Price Schedule; and
- h) the price of annual CMC, as mentioned in Schedule of Requirements, Technical Specification and Price Schedule.

13.4.3 Supply of equipment means-Installation and Commissioning at site. No separate charges will be paid separately on this account.

### 13.5 **Additional information and instruction on Duties and Taxes:**

13.5.1 If the Bidder desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. 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.

#### 13.5.2 **Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

#### 13.5.3 **Sales Tax/VAT:**

If a bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax 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 Sales Tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser. The bidder should provide copy of VAT registration certificate. ***THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.***

#### 13.5.4 **Octroi Duty and Local Duties & Taxes:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are

exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

#### 13.5.5 Customs Duty:

The bidder may note that:

The Purchaser will provide Custom Duty Exemption Certificate (CDEC) as per prevailing Custom Tariff and pay the applicable customs duty, for Goods offered from abroad for delivery at CIP/CIF (Port of Entry) in India basis to avail concessional rate of duty.

For the **Goods to be imported and supplied against payment in Indian Rupees, the Purchaser/Institute shall provide** Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder required CDEC certificate, then the same should be specifically mentioned in the bid.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce.
- 13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

#### 14. Indian Agent

- 14.1 A foreign bidder engaging an agent in India in connection with its tender, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
  - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - d) Agency Commission will be paid to Indian agents in Indian Rupees at the exchange rate prevalent on the date of issue of supply order after satisfactory installation of the equipment.
  - e) The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principal's name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. **Sub-distributors will not be accepted.**

f) Only manufacturers or their authorized distributors/agents for AIIMS are entitled to quote. The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principal's name & address. The distributor/agents quoting on behalf of their manufacturer must attach valid authorization letter as per Annexure-XIV of the bid documents, otherwise their bid shall be summarily rejected. **Either the Foreign Principals or their subsidiaries in India/Manufacturers or their authorized distributor/agent should participate in the tender but not both. Also one principal cannot authorize two distributors/suppliers to quote on their behalf in the same tender. If an agent submits bids on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product.** The distributor/agent authorized for AIIMS should be equipped and able to carry out the required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

## **15. Firm Price**

- 15.1 Unless otherwise specified in the SIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

## **16. Alternative Tenders**

- 16.1 Alternative Tenders for individual schedule(s) of the Schedule of Requirements, are not permitted.
- 16.2 However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

## **17 Documents Establishing Bidder's Eligibility and Qualifications**

- 17.1 Pursuant to GIT clause 11, the bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:
  - a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) The distributor/sole agent authorized for AIIMS should be equipped and able to carry out the required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
  - d) in case the bidder is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance,

**18. Documents establishing good's Conformity to TE document.**

- 18.1 **The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the TE documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.**
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
- 18.4 All information in the tender document must be supported with the manufacturer's original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.
- 18.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.
- 18.6 **THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.**

**19. Earnest Money Deposit (EMD)**

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 the bidder shall furnish along with its tender, earnest money for amount as shown in the Schedule of Requirements/GNIT. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The earnest money shall be denominated in Indian Rupees or for an equivalent amount in foreign currency. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque
  - iii) Bank Guarantee and
  - iv) FDR
- 19.3 The demand draft or banker's cheque or FDR shall be drawn on any scheduled bank in India or a commercial bank in the country of the bidder, in favour of the **"AIIMS CNC A/C, payable at New Delhi.** In case of bank guarantee, the same is to be provided from any scheduled bank in India or by a commercial bank in the country of the tenderer as per the format specified under Section XIII in these documents.
- 19.4 The earnest money shall be valid for a period of one year from the date of opening of Technical bid. As validity period of Tender as per Clause 20 of GIT is 9 months, the EMD shall be valid for 365 days from Techno – Commercial Tender opening date.
- 19.5 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the



resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

- 19.6 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.7 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

## **20. Tender Validity**

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 9 months from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 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 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, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 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.

## **21. Signing and Sealing of Tender**

**THE TENDERERS MUST QUOTE THEIR MODEL STRICTLY AS PER TENDER SPECIFICATIONS.**

- 21.1 The bidders shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The bidder shall submit their tender enquiry documents marking them as "Original". Original bid may contain all pages including Technical Literature/Catalogues etc.
- 21.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the tender should be paginated (page numbered) and shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The bidder is to seal the original duly marking the same as "Original", and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before \_\_\_\_\_ (*The bidder is to put the date & time of tender opening*), BID FOR ITEM & SCHEDULE NO. \_\_\_\_\_ (*The bidder is to put the "Brief Description of Goods" and the Schedule No. Of the Schedule of requirement where for the bid is being*

*submitted*)" are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

- 21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as '**Techno - Commercial Tender**', and the second part '**Price Tender**' as specified in clause 11 of GIT. Bidder shall seal '**Techno - Commercial Tender**' and '**Price Tender**' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

## **D. SUBMISSION OF TENDERS**

### **22. Submission of Tenders**

- 22.1 Unless otherwise specified, **the bidders are to drop the tenders in the tender box of office of Stores Officer (CNC), Stores Section, 1st Floor, Room No. 17 New Private Ward, Old Nurses Hostel at AIIMS New Delhi-110 029** or the same shall be submitted by the tenderer by hand to concerned dealing hand or nominee of Stores Officer (CNC) on above mentioned address. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 22.2 The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the bidder to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### **23. Late bid**

- 23.1 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.

### **24. Alteration and Withdrawal of Tender**

- 24.1 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.
- 24.2 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.

## **E. TENDER OPENING**

### **25. Opening of Tenders**

- 25.1 The purchaser will open the tenders at the specified date, time and place as indicated in the GNIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day in Institute, the tenders will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.

- 25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in GNIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **26. Basic Principle**

- 26.1 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. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **27. Preliminary Scrutiny of Tenders**

- 27.1 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.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. 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.
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.
- 27.4 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 the meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily rejected.
- (i) Tender form as per Section X (signed and stamped) not enclosed.
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.).

- (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification.
- (viii) 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.
- (ix) Poor/ unsatisfactory past performance.
- (x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Bidder is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.

## **28. Minor Infirmary/Irregularity/Non-Conformity**

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post 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.

## **29 Discrepancies in Prices**

- 29.1 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.
- 29.2 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
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement 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.

## **30. Discrepancy between original and copies of Tender**

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the bidder by register / speed post and, if the bidder does not accept the purchaser's observation, that tender will be liable to be ignored.

### **31. Qualification Criteria**

- 31.1 Tenders of the bidders, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

### **32. Conversion of tender currencies to Indian Rupees**

- 32.1 In case the TE document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

### **33. Schedule-wise Evaluation**

- 33.1 In case the Requirements contain more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

### **34. Comparison of Tenders**

- 34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section– VI– Schedule of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at Consignee site basis, inclusive of applicable taxes, duties, incidental services. In case of Goods offered from abroad, the quoted CIP (New Delhi International Airport/ICD Tuglakabad/Patparganj basis as stipulated in bid document) shall be loaded with applicable custom duty as per Customs Tariff Act and inland transportation, loading unloading and incidental service charges @ One (1) % to arrive at delivery at consignee site price.
- 34.2 The quoted turnkey prices, if any and Comprehensive AMC (as stipulated in the technical specification for the respective schedule) prices after comprehensive warranty will also be added for comparison/ranking purpose for evaluation.

### **35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

- 35.1 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

### **36. Bidder's capability to perform the contract**

- 36.1 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.
- 36.2 The above-mentioned determination 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.

### **37. Contacting the Purchaser**

- 37.1 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.
- 37.2 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.

## **G. AWARD OF CONTRACT**

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

- 38.1 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.

### **39. Award Criteria**

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 36.

### **40. Variation of Quantities at the Time of Award/ Currency of Contract**

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease up to twenty five (25) %, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.
- 40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase up to twenty five (25) %, the quantity of goods and services mentioned in the contract (rounded of 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 after one year from the Date of Notification of Award.

### **41. Notification of Award**

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

### **42. Issue of Contract Form**

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, to the successful bidder by registered/speed post.
- 42.2 Within twenty one days from the date of issue of contract form, the successful bidder shall return the original copy of the contract (in case of any correction/amendment), duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserve the right to issue the Notification of Award item wise.

**43. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**

- 43.1 Failure of the successful bidder in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

**44. Return of E M D**

- 44.1 The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

**45. Publication of Tender Result**

- 45.1 The name of the successful bidder(s) receiving the contract(s) will be published on the Institutes web site.

**46. Corrupt or Fraudulent Practices**

- 46.1 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: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “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;

(b) 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;

(c) 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.

47. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution.

48. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black-listed in the past by any Govt. or Private Organization.

**SECTION - III**  
**SPECIAL INSTRUCTIONS TO TENDERERS**  
**(SIT)**

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C	11 to 21	Preparation of Tenders	No Change	11-17
D	22 to 24	Submission of Tenders	No Change	18
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**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of requirements under Section VI and Important Terms and conditions under Section VII of this document.

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

- 2.1 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.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above 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.

#### **3. Patent Rights**

- 3.1 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, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

#### **4. Country of Origin**

- 4.1 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.
- 4.2 The country of origin may be specified in the Technical bid and Price Schedule/bid.

#### **5. Performance Security**

- 5.1 The bidder have to submit a Performance Bank Guarantee within fifteen days (15) days from the date of the issue of supply order of an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days beyond after the date of completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 68 months from the date of Notification of Award.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the foreign currency of equal amount of the contract as detailed below:

- a) It shall be in any one of the forms namely Fixed Deposit Receipt (FDR) drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond of Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Institute will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise Bank Guarantee for CMC security in favour of "Director' AIIMS of the consignee as per the format in Section XV.

## **6. Technical Specifications and Standards**

- 6.1 The Goods & Services to be supplied/provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Important Terms and conditions' and 'Quality Control Requirements' under Sections VII and VIII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in 'Important Terms and conditions' and 'Quality Control Requirements' under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

**7.3 Packing instructions:**

Unless otherwise mentioned in the 'Important Terms and conditions' and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and 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. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

**8. Inspection, Testing and Quality Control**

- 8.01 The Purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The 'Important Terms and conditions' in Section 'VII' and Inspection Authority to be designated by the Purchaser shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purpose.
- 8.02 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.03 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser, within a period of 45(forty five) days of intimating such rejection.
- 8.04 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Purchaser or its representatives prior to the Goods' shipment.
- 8.05 Nothing in Clause 08 shall in any way release the Supplier from any warranty or other obligations under the Contract.

- 8.06 The Director, AIIMS New Delhi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- 8.07 No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

## **10. Transportation of Goods**

- 10.1 Instructions for transportation of imported goods offered from abroad:

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

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

- 10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

## **11. Insurance:**

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee warehouse.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

## **12. Spare parts**

12.1 The separate price list of all spares and accessories and consumables, if any, (Including minor) required for maintenance and repairs in future after guarantee/warranty period must be attached/enclosed along with the sealed quotation failing which quotation will not be considered.

If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.

The tenderers are required to furnish the list of spares along with their cost in the Financial Bid failing which their bids are liable to be rejected.

b) 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/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

## **13. Incidental services**

13.1 Subject to the stipulation, if any, in the SCC (Section – V), Schedule of Requirements (Section – VI) and the 'Important Terms and conditions' (Section – VII), the supplier shall be required to perform the 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 Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

#### **14. Distribution of Dispatch Documents for Clearance/Receipt of Goods**

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

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

##### **A) For Domestic Goods Or Goods of Foreign Origin Located Within India/Goods to be imported and supplied against payment in Indian Rupees**

Within 24 hours of despatch or prior, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate by the nominated inspection agency, if applicable as per the contract
- (iv) Certificate of origin;
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

##### **B) For goods imported from abroad**

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

- (i) Seven copies of supplier's invoice showing Tender/Contract number, goods description, quantity, unit price and total amount;
- (ii) Original and copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

## 15. Warranty

15.1 The supplier **warrants comprehensively** that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 **THE TENDERERS MUST QUOTE FOR FIVE YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED. ALSO THE BIDDERS ARE REQUESTED TO SUBMIT THEIR QUOTE (RATES) FOR SUBSEQUENT 5 (FIVE YEARS) YEARS COMPREHENSIVE AMC (INCLUDING ALL SPARES, ACCESSORIES AND LABOR). FAILURE TO COMPLY THIS CONDITION WILL ENTAIL THE REJECTION OF THE BIDS. THE PRICE COMPARISON SHALL BE MADE TAKING INTO ACCOUNT ON BASIC PRICE AND POST WARRANTY CMC.**

The cost of CMC will be added for Ranking/Evaluation purpose.

- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- Comprehensive Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- Replacement and repair will be under taken for the defective goods.
- Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the Tender enquiry documents.

15.4 Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions.

15.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.



- 15.6 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.7 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.9 The Supplier along with its Indian Agent and the CMC provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

## **16. Assignment**

- 16.1 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.

## **17. Sub Contracts**

- 17.1 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.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

## **18. Modification of contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## **19. Prices**

- 19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

## **20. Taxes and Duties**

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

## **21. Terms and Mode of Payment**

### **21.1 Payment Terms**

Payment shall be made through electronic transfer in NEFT/RTGS subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

#### **A) Payment for Domestic Goods Or Goods of Foreign Origin Located Within India/Goods to be imported and supplied against payment in Indian Rupees**

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

##### **a) On delivery:**

100% (Hundred) % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Final Acceptanc as per Section VII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the user concerned department, if applicable as per the contract.
- (v) Performance Bank Guarantee of 10% order value from any scheduled bank valid upto 60 days beyond of date of expiry of warranty period.

**B) Payment for Imported Goods:**

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

**a) On Shipment:**

100% payment shall be released against presentation of shipping documents against submission of performance Bank Guarantee of 10% order value valid for a period of 68 months from the date of supply order and the same should be essentially submitted within 15 days of issue of supply order.

Or

90% payment will be released against presentation of shipping documents & balance 10% payment will be released after satisfactory Installation certificate issued by the user department and against submission of Performance Bank Guarantee of 10% order value valid for a period of 60 months from the dated of satisfactory Installation certificate issued by the user department.

The bidders also submit the documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of country of origin issued by Chamber of Commerce or counter signed by Chamber of Commerce.

- b) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent after issue of final acceptance certificate by the consignee.

**c) Payment of Indian Agency Commission:**

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

The Indian Agency Commission will be paid to the Indian agents only after submission of demurrage & delivery order charges, if applicable.

**C) Payment of Turnkey, if any:**

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after issue of final acceptance certificate by the consignee.

**D) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on annual basis after satisfactory completion of said contract period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period. The B.G. for CMC will be applicable in case of equipment cost is more than Rs.10 lakhs.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened, However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

21.5 The payment shall be made in the currency / currencies authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

**21.10 THE TENDERERS ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION INVARIABLY TO MAKE PAYMENT THROUGH RTGS/NEFT. "The payment in pursuance of stores supplied/services rendered/work done will be made through RTGS/NEFT & charges incurred for affecting such electronic transfers will be borne by the vendors. The details of present charges for NEFT/RTGS are as under:**

<b><u>NEFT:</u></b>	Up to Rs.1 lakh	– Rs.5/- per transaction
	Rs. 1 lakh and above	
<b><u>RTGS:</u></b>	& Upto Rs.5 lakh	– Rs.25/- per transaction
	Rs.5 lakh and above	-- Rs.50/- per transaction

To make payment through above said mode, the vendor/supplier/contracts have to submit the following information invariably:

- i. Name of the Beneficiary
- ii. Bank Account No. of the beneficiary
- iii. IFCS Code of the Bank/Branch.
- iv. Permanent Account Number (PAN)

**Failing which their quotation is liable to be rejected**

## **22. Delay in the supplier's performance**

22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the Schedule of Requirements and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and /or any other expense related to such supply shall lie against the purchaser.

## **23. Liquidated damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, **without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.** Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

## **24. Termination for default**

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee ), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier 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 Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee 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 supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, 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 Purchaser/Consignee.

## **26. Force Majeure**

- 26.1 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.
- 26.2 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, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, 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.
- 26.3 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.

- 26.4 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.
- 26.5 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.
- 26.6 The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/Equipments of identical description are made to any other person/organization/Institution during the period and should attach an undertaking.

### **FALL CLAUSE**

If, at any time, during the said period, the supplier reduce the said prices of such goods/Equipment or sales such stores to any other person/organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

#### **27.1 Termination for convenience**

- 27.2 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.3 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

#### **28. Governing language**

- 28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

#### **29. Notices**

- 29.1 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.



- 29.2 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.

### **30. Resolution of disputes**

- 30.1 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.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).
- 30.3 **Venue of Arbitration:** The venue of arbitration shall be New Delhi, India.

### **31. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

### **32. General/ Miscellaneous Clauses**

Genuine equipments and instruments etc., should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin, country of Shipment etc.

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

## **SECTION – V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

\*\*\*\*\*

## SECTION - VI

### SCHEDULE OF REQUIREMENTS

#### Part I

Schedule No.	Brief Description of Goods	Quantity	Consignee	Amount of Bid Security (in Rs. or for an equivalent amount in foreign currency)
1	High End Echocardiography System	01	HOD Cardiology	120000/-

The supply to be dispatched by AIR on CIP basis (Delhi Airport)

#### Legend:

Cardiac Thoracic & Neuro Sciences Centre  
All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110 029  
INDIA.

## **Part II: Required Delivery Schedule:**

- a) **For Indigenous goods or for imported goods if supplied from India or Good to be imported and supplied against payment in Indian Rupees:**

4-6 weeks from the date of place of order to deliver at consignee site. The date of delivery means delivery at consignee site (Bidders may quote earlier delivery period).

- b) **For Imported goods directly from abroad:**

Six (6) months from the date of opening of irrevocable Letter of Credit for shipment.

**The installation/commissioning (as per the requirement given in technical specifications at Section VII) of ordered good(s) shall be carried out by the successful bidder within two months time from the date of delivery of equipment/receipt of the equipment and the date of making available the site (by the Consignee), whichever is later.**

## **Part III: Scope of Incidental Services:**

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

## **Part IV:**

Turnkey (if any) as per details in Technical Specification.

## **Part V:**

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification.

## **Part VI: Required Terms of Delivery and Destination.**

- a) **For Domestic Goods Or of Foreign Origin Located Within India/Goods to be imported and offered against payment in Indian Rupees:**

The bidders are required to quote their rates for the indigenous Goods or for the imported to be supplied from India on **delivery at Consignee Site** – Specified in the List of Requirements.

Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee warehouse.

- b) **For Imported goods directly from abroad:**

The bidders are required to quote their rates for the Goods to be imported from outside India, on CIP [New Delhi International Airport/ ICD Tuglakabad/Patparganj] basis] giving breakup of the price as per the Proforma prescribed in the Price Schedule.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee warehouse.

## **SECTION-VII**

### **IMPORTANT TERMS AND CONDITIONS**

#### **GENERAL POINTS:**

1. **Warranty:**

- a) **The bidders must quote for Five years Comprehensive Warranty** as per Conditions of Contract of the TE document for complete equipment (**Including all spares labour**) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run & handing over of equipment to the concerned user department.
- b) The warranty charges shall not be quoted separately.
- c) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- d) All software updates should be provided free of cost during Comprehensive Warranty period.

2. **After Sales Service:**

After sales service centre should be available at the city of Institution on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Bidder/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

3. **Training:**

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the user department.

4. **Annual Comprehensive Maintenance Contract (CMC) of subject equipment:**

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (**including all spares and labour**).
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. 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.

- c) **Cost of CMC will also be added for Ranking/Evaluation purpose.**
- d) Before commencement of CMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Section XV) valid till 2 months extra after expiry of entire CMC period. The payment of CMC will be made on yearly basis after satisfactory completion of said period duly certified by end user. The Performance Bank Guarantee for CMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) All software updates should be provided free of cost during CMC.
- g) Failure of the above [4. f)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- h) The payment of CMC will be made on annual basis after satisfactorily completion of said period.

**Turnkey:**

Turnkey is indicated in the technical specification of the respective items, wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with HOD of concerned user department. Turnkey details of each equipment are given at the end of Technical Specification, if applicable. The Bidders to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may be quoted in Indian Rupee and the same will also be added for Ranking Purpose.

The taxes to be paid extra, to 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.

The Turnkey Work should completely comply with AERB requirement, if any.

## Section – VIII

### Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
  
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
  
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a type test
  - b BIS/ISO certification
  - c CE/FDA approved
  - d any other
- 08 Details of staff
  - a. technical
  - b. skilled
  - c. unskilled

**Signature and seal of the Bidder**

## **Section – IX**

### **Qualification Criteria**

1. The Bidder must be a Manufacturer or its authorized Agent. Sub-authorization is not acceptable.
2. The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Bidder shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser 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.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price bid failing which their bid shall be liable to be rejected.



**PROFORMA 'A'**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

**Signature and seal of the Bidder**

**\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.**

## SECTION – X TENDER FORM

Date\_\_\_\_\_

To,

**The 'Director',  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi-110 029.**

Ref. Your TE document No.\_\_\_\_\_dated \_\_\_\_\_

I/We, the undersigned hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, warranty, penalty etc. against above said No. \_\_\_\_\_, dated \_\_\_\_\_ (if any). We now offer to supply and deliver\_\_\_\_\_ (Description of goods and services) in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderer” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities/organization.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum, delivery, warranty, penalty etc if any.

(Signature with date)  
(Name and designation) Duly authorised to sign tender for and on behalf of

## SECTION - XI PRICE SCHEDULE

### A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA/ OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4	5							6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT (if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	4 x 5(g)

Total Tender price in Rupees: \_\_\_\_\_

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 warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Bidder must quote price for "GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES" after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Name \_\_\_\_\_

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

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

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

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

Seal of the Tenderer \_\_\_\_\_

**SECTION - XI PRICE SCHEDULE**  
**PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

**B)**

1	2	3	4	5				6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)				Total price on CIP Named Port of Destination + Insurance (local transportation and storage)
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site** (c)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (d) = a+b+c	4X 5 (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 warranty shall be quoted separately as per Section - XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable.

**Indian Agent:**

**Indian Agency Commission - \_\_\_\_% of FOB**

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

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

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

**Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
**Signature of Tenderer** \_\_\_\_\_  
**Seal of the Tenderer** \_\_\_\_\_

## SECTION – XI PRICE SCHEDULE

### C) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
Tender No.	DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 5 Years  [3 x (4a+4b+4c+4d+4e)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

\* After completion of Warranty period.

Service Tax: Whether extra or inclusive, if extra, indicates the rate\_\_\_\_\_.

#### NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment & Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. 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.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

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

Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_  
Seal of the Bidder \_\_\_\_\_

## SECTION – XI PRICE SCHEDULE

### D) PRICE SCHEDULE FOR TURNKEY

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE	Turnkey price

Service Tax: Whether extra or inclusive, if extra, indicates the rate\_\_\_\_\_.

**Note:** -

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. Taxes to be paid extra, to be specifically stated. 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions.

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

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

Name\_\_\_\_\_

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

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

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

## **SECTION – XII QUESTIONNAIRE**

### **Fill up the Section XVI – Check List for Bidders and enclose with the Tender**

1. The bidder should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a bidder, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

### SECTION – XIII BANK GUARANTEE FORM FOR EMD

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "tender") against the purchaser's tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b) fails or refuses to accept/execute the contract.
  - or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch



**SECTION – XIV**  
**MANUFACTURER'S AUTHORISATION FORM**

To

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**The 'Director'**  
**All India Institute of Medical Sciences**  
**Ansari Nagar,**  
**New Delhi-29**  
**India.**

Dear Sirs,

Ref. Your TE document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories \_\_\_\_\_ at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

---

\_\_\_\_\_  
[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

\_\_\_\_\_  
[Name & address of the manufacturers]

*Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*  
*2. Original letter may be sent.*

## SECTION – XV

### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

**The 'Director',  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi-29.**

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

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 62 months from the date of satisfactory installation of the equipment i.e. up to ----- (indicate date).

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

## SECTION – XVI CHECKLIST

**Name of Bidder:**

**Name of Manufacturer:**

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted item?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of <b><u>one year</u></b> from the date of opening of Techno Commercial bid?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
5.	Have you submitted manufacturer's authorization as per Section XIV?			
6.	Have you enclosed equipment catalogue, leaflet, and brochure with full details of quoted equipment?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of their bid 9 months from the date of opening of Technical bid?			
9. a.	In case of Indian Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9 b.	In case of Foreign Bidder, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
14.	Have you accepted the warranty terms as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Have you submitted an affidavit that the firm has not been black listed in the past by any hospital/Organization?			
19.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (principal).			
20.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause).			

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If **any** column is not applicable, it may be filled up as NA.
3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

---

(Signature with date)

---

(Full name, designation & address of the person duly authorised sign on behalf of the Bidder)

For and on behalf of

---

(Name, address and stamp of the tendering firm)

**SECTION –XVII**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

**ANSARI NAGAR: NEW DELHI: 110 029**

**F. No. Global Tender No. 11/CNC/Card/2016-17/ST**

**Name of the Item: Purchase of High End Echocardiography System (01 Nos)**

# Specifications for High End Echocardiography System

one in no.

Cost Approx 60 lakh

- 1 The system must be Latest generation, Highest end & Technologically advanced Digital 4D (Live 3D) Echocardiography system. Any other model other than the highest end and latest version is liable for rejection.
- 2 System must be offered with a minimum of 400000 digital processed channels. Original technical data sheet should be enclosed in technical bid to support the number of channels on the systems. If not mentioned, Please attach a letter from manufacturer along with the technical bid clearly stating the digital processed channels of the offered system.
- 3 System must have adult cardiology transducer with either single crystal technology or purewave technology or matrix for excellent grayscale Image quality on Difficult to image patients. Please mention the technology used in the transducer. Original technical data sheet should be enclosed in technical bid to support the crystal technology.
- 4 System must be offered with a minimum 19 inch High Resolution Flat Panel Medical grade Display monitor with nearly infinite position adjustments. Company should provide wider monitor if available.
- 5 System should have at-least three Imaging universal active probe ports with electronic switching facility from key board without probe adapter.
- 6 System should be capable of supporting second generation 4D (Live 3D) matrix Transducer capable of supporting a minimum of 1700 elements for exceptional 4D (Live 3D) Echo, 4D (Live 3D) zoom, triggered full volume and triggered 3D color volume with electro cautery Suppression
- 7 System should support broad band probes spanning a frequency of 1-15 MHz.
- 8 Image storage facility on in build hard disc or MOD/CD/DVD-RW facility should be available. In built hard disk with capacity of 5TB. System should have extensive image management capability including thumb nail review, Cine loop editing etc.
- 9 System must be offered with Speckle Reduction Imaging : Image processing technique to remove speckles and clutter artifacts
- 10 System should have 4D (Live 3D) Echocardiography capability with Color Flow Imaging
- 11 System should be capable of scanning depth of 30cm. Scanning Depth should be clearly mentioned in the technical quote If not mentioned Please attach a letter from manufacturer along with the technical bid clearly stating the scanning depth of 30 cm in the offered system.
- 12 Should be able to perform advanced quantification measurements like Strain & Strain Rate Quantification. Should Measure the myocardial velocity and derives the strain rate and strain along user-defined M-lines, Capable of drawing up to 3 M-lines at a time, Capable of sub-dividing each m-line into 8 sub-regions or according to user-defined sub-region sizes, Point of Interest tool obtains values from any point on the M-mode display. In addition to the Tissue Doppler based strain system should have 2D Based strain like VVI, AFT and TMQ should be offered. These should be offered both on the system and on a licensed workstation. OFF-CART workstation (both licensed hardware and licensed Software) should be quoted and highlighted in the technical bid.

13 2D speckle tracking

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- 4 System must be offered with user friendly high resolution user interface touch panel of minimum size of 10.5 inch or intuitive Keyboard. User friendliness will be given preference.
- 15 Should be able to perform MPR views for Quantification from 3D Imaging on Volume measurements like LV volumes, Ejection fraction from 3D Image, etc. Also should offer synchronicity indicators to measure and compare timing of maximum contraction of LV volumes to determine those patients who will best benefit from CRT system. Should display global LV volume and should provide simultaneous display of 17 regional volume waveform. This should be offered both on the system and on a licensed work station (both licensed hardware and licensed Software) should be offered and highlighted in the technical bid.
- 16 The system should have the facility of displaying the three planes of the 3D data set.
- 17 Contrast Harmonic Imaging should be offered as standard on the system, with optimization for Low and HI MI applications. Should also have facility of LOW MI with triggered replenishment Imaging.
- 18 Integrated Stress Echo facility to perform Stress Echo exams
- 19 Should have the state of the art Transmit Real Time Compound Imaging Technology with Multiple transmitted lines of sight, wherein Multiple Coplanar Images from different viewing angles are obtained and combined into a single compound Image at real-time frame rates for improved visualization. Should demonstrate and show multiple transmitted line of sight in linear probes.

#### SYSTEM MUST BE THE FOLLOWING TRANSDUCERS

- 1 4D (Live 3D) Echo Matrix Transducer for Adult 4D (Live 3D) with frequency ranging from  $1-5 \pm 1$  Mhz. This probe must support a minimum of 1700 elements for exceptional 4D (Live 3D) image quality on the matrix array transducer to simultaneous display of two real-time live high-quality image planes. This transducer should have either single crystal technology or purewave technology for excellent Image quality on Difficult to image patient. Please mention the crystal technology used in the transducer. System offered with normal transducers for adult echo are liable for rejection.
- 2  $1-5 \pm 1$  MHz Broadband Adult Echo Transducer for Adult Cardiology imaging. Must have Tissue Harmonic Imaging, Must have either single crystal technology or purewave or matrix technology for excellent Image quality on Difficult to image patients. Must attach original technical data sheet of transducer to specify the above technology used in the transducer. This adult probe must be of the smallest foot print.
- 3 3-8 MHz Broadband Pediatric Echo Transducer for Pediatric and small adult Cardiology imaging.
- 4 5-12 MHz Broadband Pediatric Echo Transducer for Neonatal and large Pediatric Cardiology imaging.
- 5 4D (3D) Echo Matrix TEE Transducer for Adult 4D (3D) with frequency ranging from 2-7 Mhz. with mitral valve analysis package & subsequent software packages for other valves to be provided free of cost.

All probes must be included in the machine price. In addition, price of probes should be

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quoted separately also.

**System should be supplied with the 2KVA online UPS**

**Guarantee & Warranty:**

**Guarantee:** Comprehensive Guarantee for Five years for parts and labour. All software updates a period of 5 years to be provided free of cost. CMC should be unconditional and include all accessories including third party items.

Comprehensive Guarantee for parts and labour from year 6 to 10 will also need to be quoted in the price separately and will be taken into account (added in the price bid) while calculating the Final Price.

*[Handwritten signatures and marks follow]*

### Guarantee & Warranty:

Comprehensive Guarantee for parts and labour from year 6 to 10 will also need to be quoted in the price separately and will be taken into account (added in the price bid) while calculating the Final Price.

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