

**(2<sup>nd</sup> Call)**

**Notice Inviting Tender**

for

**"Intracranial Pressure Monitoring Monitors for  
Pediatric Department"**

at

**All India Institute of Medical Sciences, Raipur**

Sr. No	DME Stage	Start Date & Time
1.	NIT No.	Store/Tender/ Intracranial _ Pressure _ Monitoring _ Monitors/2 / 2015
2.	NIT issue date	01-08-2015
3.	Pre-bid Meeting	20-08-2015 at 03:00 PM
4.	Venue	Committee Hall, 1 <sup>st</sup> floor, Medical College Building, AIIMS, Tatibandh, Raipur-492099
5.	Last Date of submission	10-09-2015 at 03:00 PM
6.	Open EMD & Technical bid	10-09-2015 at 03:30 PM
7.	Venue	Store Officer, Medical College Building, 2 <sup>nd</sup> floor, AIIMS, Tatibandh, Raipur-492099
8.	Tender document cost	₹ 5,700/- (Cost 5000/-+ VAT@14% 700/- = 5,700/-)
9.	EMD Amount	₹ 72,000/- (Seventy Two Thousand only)



**All India Institute of Medical Sciences, Raipur  
Tatibandh, Raipur – 492099, Chhattisgarh**

Tele: 0771- 2971307, email: [store@aiimsraipur.edu.in](mailto:store@aiimsraipur.edu.in)

Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)

## Chapter I- Instruction to bidders

### Notice Inviting Tender for **“Intracranial Pressure Monitoring Monitors”** AIIMS, Tatibandh, Raipur (C.G.)

On behalf of the Director, All India Institute of Medical Sciences, Raipur tenders in sealed cover are invited under **two-bid** system from manufacture and their authorized dealers/ distributors for supply of Intracranial Pressure Monitoring Monitors for AIIMS Raipur. You are requested to quote your best offer along with the complete detail of specifications, terms & conditions.

Sr. No.	Name of the Items	Quantity
1.	Intracranial Pressure Monitoring Monitors	04 Nos.

- Interested parties may send their tender in sealed cover addressed to the Store Officer, All India Institute of Medical Sciences, Tatibandh, Raipur superscripted with tender number and complete in all respects latest by 10-09-2015 up to 3:00 pm. The Quotations will be opened on the same day at 03.30 PM in the Committee Hall, Medical College Building, All India Institute of Medical Sciences, Raipur. The tenders received after the scheduled date and time will be rejected out rightly.
- The tender is in **two- bid** system i.e. Technical Bid & Financial Bid .The technical bid will be opened on the designated date by the Purchase Committee. The financial bid containing the rate of various item(s) will be opened on a suitable date, to be intimated later by the Purchase Committee in respect of those who qualify the terms and conditions of the technical bid.
- The bidder should seal the technical bid and the financial bid in separate covers superscribed "**Technical bid for Intracranial Pressure Monitoring Monitors tender**" and "**Financial Bid for Intracranial Pressure Monitoring Monitors tender**". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "**Tender for Intracranial Pressure Monitoring Monitors for Pediatric Department**". The ‘Technical Bid’ will be analyzed and ‘Financial Bid’ of only those firms who are found eligible in ‘Technical Bid’ will be opened in due course and the eligible firms would be intimated there of accordingly.
- The tender document containing technical bid form, financial bid form, technical description/specification & terms & conditions can be downloaded from website [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in). & [www.tender.gov.in](http://www.tender.gov.in) and the tenderer shall deposit a separate Bank Demand Draft/Pay Order in favour of "AIIMS, Raipur" worth {₹ 5,000/- + ₹ 700/- (14% VAT)} ₹ 5,700/- along with tender Document (Technical Bid) & EMD of requisite amount. The tenders submitted without tender cost or without EMD shall be liable to be rejected summarily. The cost of the bid document is non-refundable.

Any future clarification and/or corrigendum(s) shall be communicated through Store Officer on the AIIMS, Raipur.

**Store Officer**  
**AIIMS, Raipur**

## Chapter-II- Conditions of Contract General Terms and Conditions

**Subject:- Notice Inviting Tender for Intracranial Pressure Monitoring Monitors tender for Paediatric Department at All India Institute of Medical Sciences, Raipur**

### **1. Earnest Money:**

Earnest money by means of a Pay Order/DD/BG/FD of ₹ 72,000/- (Rupees Seventy Two Thousand only) should be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The pay Order/DD/BG/FD may be prepared in the name of "AIIMS, Raipur".

- a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the Institute in respect of any previous work will be entertained.
- b) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c) Tenders without Earnest Money or Tender cost will be summarily rejected.
- d) No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

### **2. Preparation and Submission of Tender:**

- The tender should be submitted in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical bid for Intracranial Pressure Monitoring Monitors tender" and "Financial Bid for Intracranial Pressure Monitoring Monitors tender". Both Sealed Envelopes should be kept in a main/ bigger envelope super scribed as "Tender for Intracranial Pressure Monitoring Monitors for Pediatric Department "
- Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letterhead stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes.
- Hand written quotations shall be accepted at bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
- All the equipment quoted should be supplied along with the original catalogue with detailed data sheet.

### **3. Signing of Tender:**

All the duly filled/completed pages of the tender should be given serial /page number on each page and signed. The individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

### **N.B.**

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnerships firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- iii. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, AIIMS, Raipur may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- iv. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

### **4. Opening of Tender**

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification

### **5. Validity of the bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended if required.

**6. Right of acceptance:**

AIIMS, Raipur reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.

**7. Communication of Acceptance / Right of Acceptance:**

AIIMS, Raipur, reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass the work prejudice the contractor's quotation.

**8. Performance Security:**

The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Scheduled Bank duly pledged in the name of the "AIIMS, Raipur". The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.

Performance Security shall be submitted in the form of Demand Draft, Bank Guarantee or Fixed Deposit Receipt issued by any Scheduled Bank. Performance Security will valid till 60 days after completion of contractual obligations (including warranty period, **if applicable**) under the contract.

After completion of warranty period a fresh BG/DD/FDR of 10% of CMC cost will be submitted by the supplier for performance security against CMC validity of this new BG/DD/FDR will be 60 days beyond CMC period. After submission of new security deposit, old security deposit will be released.

**9. Delivery & Installation:**

The successful bidders should strictly adhere to the following delivery schedule supply, delivery should be effected within 90 days from the date of opening of letter of credit / 60 days in case of INR purchase. The installation & commissioning should be completed within 15 days of delivery. These clauses should be strictly adhered to, failing which administrative action as deemed fit under rules will be taken against the defaulter.

## **10. Guarantee / Warranty, Service, Maintenance:**

### **Warranty**

10.1 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 in the conditions prevailing in India.

10.2 The **warranty** shall remain valid for 60 months (5 years) from the date of installation & commissioning with a regular updating of newer technology as and when evolved followed by a CMC for a period of 5 (Five) years for all the equipments and services.

- a. CMC price should be mentioned for items costing more than 5 (Five) Lakhs and AMC should be quoted for items costing less than 5 Lakhs.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following:
  - Any kind of motor
  - Plastic & Glass Parts
  - All kind of sensors
  - All kind of coils, probes and transducers
- d. Replacement and repair will be under taken for the defective goods.
- e. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

10.3 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 10 above irrespective of any other period mentioned elsewhere in the bidding documents.

10.4 Upon receipt of such notice, the supplier shall, **within 24 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

10.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) **within 24 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 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.

10.6 During Warranty period, the supplier is required to visit at consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods

10.7 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract for the period after completion of warranty.

10.8 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.

10.9 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favored 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

## **Maintenance**

**It will be mandatory for the supplier to enter into a maintenance contract as applicable below:**

- Non-compliance of any of these conditions or any of the conditions mentioned in the document renders the purchaser to blacklist the supplier along with appropriate legal actions.

## **11. Downtime penalty Clause**

- During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs) if downtime more than 5% the institute shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least FIVE YEARS after handing over the unit to the Institute. If accessories/other attachments of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the CMC from the third party separately along with the main offer and the third party will have to sign the CMC with the Institute if required.
- In no case instrument should remain in non-working condition for more than **7days**, beyond which a penalty of **2% of machine cost** will be charged per day.

**12. Force Majeure:**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

**13. Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

**14. Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

**15. Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable. One tenderer shall submit only one tender.

**16. Right to call upon information regarding status of work:**

The AIIMS, Raipur will have the right to call upon information regarding status of work/ job at any point of time.

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

### **17.1 Payment Terms**

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

#### **A) Payment for Domestic Goods of foreign Origin Located within India**

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

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

70 % payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- iii. Two copies of packing list identifying contents of each package;
- iv. Inspection certificate issued by the nominated Inspection agency, if any;
- v. Insurance Certificate and documents should also be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- vi. Certificate of origin and certificate of guarantee and warrantee

##### **b) On Acceptance:**

Balance 30 % payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

#### **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:**

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

- i. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;

- iii. Four Copies of packing list identifying contents of each package;
- iv. Insurance Certificate 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 origin by the chamber of commerce of the concerned country;
- ix. Certificate of origin

**b) On Acceptance:**

Balance payment of 30 % of net CIP price of goods would be made against 'Final Acceptance Certificate' to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favor of the Foreign Principal in a bank in his country, subject to recoveries, if any.

**c) Payment of Incidental Costs & Incidental Services until consignee site** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

**d) 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 on proof of 100 % payment to the Foreign Principal.

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

Turnkey payment will be made to the bidder/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 on proof of 100 % payment to the Foreign Principal.

**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 six monthly basis after satisfactory completion of said period duly certified by the consignee on receipt of bank guarantee.

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

17.3 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.

17.4 Irrevocable & non-transferable LC shall be opened by the consignees. 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.

17.5 The payment shall be made in the currency / currencies authorized in the contract.

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

17.7 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.

17.8 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.

17.9 In case the supplier is not in a position to submit 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 dispatch 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.”

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

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

18.2 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.

18.3 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.

18.4 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 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.

18.5 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 dispatch. 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.

## **19. Liquidated damages**

19.1 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, the Purchaser/Consignee may consider termination of the contract as. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 18.4 above shall also apply.

## **20. Termination for default**

20.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee ), may, by sending written notice of default 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 19.3 and 19.4.

20.2 In the event of the Purchaser/Consignee terminating the contract in whole or in part, pursuant to GCC sub-clause 19.1 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.

20.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **21. Arbitration**

If any difference arises concerning this agreement, its interpretation on payment to the made thereunder, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Director, AIIMS, Raipur. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**22. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

**Store Officer  
AIIMS, Raipur**

### **Chapter-III- OTHER TERMS & CONDITIONS OF THE TENDER**

1. The rates can be mentioned in Indian national currency (INR) or in foreign currency.
2. Rates should be mentioned both in figures and in words. The offer should be typed by computerized without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
3. All columns in the financial bid should be filled, if not applicable it should be mentioned NA. **In case of non-filling of all the columns, the bid is liable for rejection.**
4. 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 in the tender.
5. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
6. For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a. the ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf price, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty etc. already paid (column a)
  - b. any sales or other taxes (column b and c) and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c. Inland transportation, insurance for a period including 3 months beyond date of delivery, packing and forwarding charges loading/unloading and incidental costs till consignee' site, (column d)
  - d. Incidental services (including Installation Commissioning, Supervision, Demonstration and Training) at the Consignee's site (column e)
  - e. Unit Price (at Consignee Site) basis  $(f) = a + b + c + d + e$
  - f. The rates quoted shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc. at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work.
  - g. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honor exemption certificate.
7. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

8. The FOB/FCA price of goods shall be quoted as indicated in the Price schedule;
9. the CIP price of goods in India shall be quoted as indicated in the Price Schedule
10. The charges for local transportation from warehouse to the consignee site, storage, and insurance extended for a period including 3 months beyond date of delivery shall be borne by the Supplier. Other local costs and Incidental costs, as specified in the Price Schedule;
11. The price of annual CMC as mentioned in the separate Price Schedule.
12. If the tenderer 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. However, the prices quoted shall be firm and fixed and inclusive of all taxes except octroi. In the absence of any such stipulation the price will be taken inclusive of all such duties and taxes and no claim for the same will be entertained later.
13. **Excise Duty:**

If any change in excise duty upward/downward because of any statutory variation in excise duty takes place within contract period (delivery period) shall be allowed to the extent of actual quantum of excise duty paid by the supplier, if firm has mentioned the statutory variation clause will be applicable in bid document. 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.
14. **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, shall 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.
15. **Customs Duty:**

The Purchaser will pay the Customs duty wherever applicable as per documentary evidence.
16. Full description & specifications, make/brand and name of the manufacturing firm, and country of origin must be clearly mentioned in the tender, failing which the tender will not be considered. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original failing which tender may be ignored.

17. Bids submitted with any ambiguity or discrepancy in format, financial bid or technical bid shall be liable to be rejected.
18. Un price bid having complete information about the quoted items, currency and financial bid format same as original financial bid should be submitted with technical documents without mentioning the prices, it should also indicate clearly if NA or inclusive words are used in any column of financial bid. Prices or amount mentioned in financial bid has to be replaced with \* in the un-price bid.
19. If any discrepancy or ambiguity is found between financial bid or Un- price bid, the bid shall be liable for rejection.
20. Financial bid and Un-Price bid should have complete information about bifurcation of quoted prices except for any field which is not applied.
21. Bids quoted under the category goods located within India or Indian Origin has to be quoted in INR. In case, the rates are quoted in foreign currency it should be inclusive of all taxes, including custom duty etc. and payment will be made in INR on the basis of exchange rates prevailing on the day of opening of bid.
22. The supplier should mention the compliance to the specification in the technical bid of the tender document failing this, the bid document will be disqualified.
23. The technical bid should be an exact replica of the financial bid including currency except actual prices that should be mentioned in the financial bid alone.

I / We hereby accept the terms and conditions given in the tender.

-----  
(Signature & Stamp of the bidder)

*Note- Please sign each page of document including terms & conditions in the tender.*

**SPECIAL CONDITIONS**

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidder should not have been blacklisted before.
3. The bidders shall also arrange for the demonstration of their equipment to the concerned committee, if asked.
4. The bid should include all applicable taxes. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

**Store Officer  
AIIMS, Raipur**

## **Chapter IV- Specifications and allied Technical Details**

### **INTRACRANIAL PRESSURE MONITORING MONITORS**

#### **Parameters and Technical Specifications for Executing the Work:**

- All the equipment including all the accessories should be provided with the detailed data sheet along with the **original brochure** of the quoted model (Photocopies/Print outs are not accepted)
1. Latest technology digital Intra Cranial Pressure Monitor
  2. Simple setup with operation prompts for user instructions, zeroing and calibration
  3. Monitor should provide a continuous digital display of systolic, diastolic and mean ICP
  4. It should be compatible with standard monitors to provide waveform display of ICP and various pressure wave patterns
  5. Rechargeable 3-hour battery operation for patient transport
  6. Audible and visual low-battery alert functions
  7. User-programmable mean ICP alarms
  8. Two-minute alarm suspend function
  9. Adjustable LCD lighting display
  10. Integral pole clamp

Should supply following standard consumable accessories with each machine:

- Skull access kit : 1 set
- Parenchymal access kit 1 set
- Reusable microsensors transducer cable : 1 set
- Fibreoptic microsensors catheter : 02

Prices of the above consumable accessories should be quoted separately, which will be fixed for the duration of comprehensive warranty and CAMC (i.e., for 10 years)

**Manuals:** One set of operator & service manuals with each machine.

- Should be able to provide training of all healthcare personnel during first 1 month of installation in the group of 5 trainees per session.
- FDA (USA) or CE certificate must be enclosed.

- Onsite physical demonstration of the machine with all standard actual accessories of the same make which the firm intends to supply will be mandatory if demanded by the technical committee. The monitor with all the accessories has to be left in the unit for demonstration on real patients for at least 7 days.

**Note:**

- **5 YEARS CMC AND 5 YEARS WARRANTY IS REQUIRED INCLUDING ALL ACCESSORIES.**
- **PLEASE QUOTE SEPARATE PRICES FOR ACCESSORIES WHICH SHOULD BE FREEZED FOR NEXT 5 YEARS.**
- **SHOULD BE EUROPEAN CE or USFDA APPROVED.**

-----  
(Signature & Stamp of the bidder)

*Note- Please sign each page of document including terms & conditions & tender*

**Chapter - IV Contract Form**  
**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)  
(In separate sealed Cover-I super scribed as "Technical Bid")

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
1.	Name & Address of the manufacture and their authorised dealers/ distributors / Agency with phone number, email, name and telephone / mobile	Relevant document		
2.	Specify your firm/company is a manufactures/ authorised dealer / distributor / Agency	Relevant document		
3.	Name, Address & designation of the authorized person (Sole proprietor / partner / Director) with his sign & photo	Relevant document		
<b>A</b>	<b>Original Equipment Manufacturers (OEM) Prequalification:</b>			
	(a) Please provide the name, address and the other details of the OEM. If the OEM is originally incorporated in other country, please furnish such details for India also. (b) Please provide full details of factory /manufacturing units for each item for which the bid is invited.			
4.	OEM must be an European CE or USFDA Certified company consistently	Copy of Valid certificates		
5.	OEM must be present in India for at least 5 Years with business history	Company Incorporation certificate		
6.	OEM must have 5+ years of experience supplying and servicing products	Complete installation reports which are older than 2 years		
<b>B</b>	<b>About the tender Offer</b>			
7.	Tenderer must provide evidence of having supplied government hospital /reputed private hospital organizations in India similar nature of items of at least ₹ 8,00,000/- value of contract amount in the last three years.	<ul style="list-style-type: none"> <li>• Copy of the all the Supply orders.</li> <li>• Satisfaction completion certificates (along with contact details) from atleast two institutions.</li> </ul>		
<b>C</b>	<b>Tenderer's prequalification</b>			
8.	The average annual turnover of the bidder in the last three financial years should not be less than ₹ 12,00,000/- of contract value.	<ul style="list-style-type: none"> <li>• Company Incorporation Certificate,</li> <li>• Copies of authenticated Balance sheet for the past three financial years</li> </ul>		

<b>S. N.</b>	<b>Description</b>	<b>Document Required</b>	<b>Document Supplied (Yes/No)</b>	<b>If yes, provide Reference page number in techno-commercial bid</b>
9.	Tenderers, if not OEM, must submit OEM's authorization certificate that the tenderer is authorized for selling, and maintaining the equipment quoted for.	<b>OEM's authorization letter</b>		
10.	Tenderers should submit letter from OEM mentioning that OEM shall be fully accountable for the performance of all components of the instruments tendered	Undertaking from OEM		
11.	Tenderers must submit letter from OEM mentioning to agree to provide all post-sale installation and maintenance support	Undertaking from OEM		
12.	A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.	Undertaking <b>authorization letter</b>		
<b>D</b>	<b>Tender Related</b>			
13.	Details of the Earnest Money Deposit (EMD) - ₹ 72,000/- (Rupees Seventy Two Thousand only)	FDR/DD No: Date: Payable at		
14.	Details of the cost of the Tender documents worth ₹ 5,700/- (Rupees Five Thousand Seven Hundred Only)	Bank Demand Draft/ Pay Order Date: Payable at		
15.	Whether each page of NIT and its annexure have been signed and stamped and Acceptance of terms & conditions attached (Yes/No).	Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. <b>Otherwise your tender will be rejected.</b>		
16.	Whether original catalogue of the equipment quoted with detailed data sheet enclosed.			
<b>E</b>	<b>Other Relevant Information required</b>			
17.	Permanent Account Number	Copy of the PAN Card		
18.	Please attach copy of last of Income Tax Return			
19.	VAT Certificate	Please attach copy		
20.	Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.			

S. N.	Description	Document Required	Document Supplied (Yes/No)	If yes, provide Reference page number in techno-commercial bid
21.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. <b>If you don't fulfil this criteria, your tender will be out rightly rejected.</b>			
22.	Any other information important in the opinion of the tenderer			
23.	Kindly mention the total number of pages in the tender document.			

**Note:**

- i. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the attested documents should be attached. Tenderer must prepare index of submitted documents. Mention Page number in index, wherever the copy (ies) of the document(s) is kept.
- ii. In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

**(Dated Signature of the Tenderer with stamp of firm)**

**Declaration by the Tenderer:**

- 1) That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
- 2) That I/We shall supply the items of requisite quality.
- 3) That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

**Place:**.....

**Date:**.....

**(Signature of Tenderer with seal)**

Name:

Address :

**Chapter – V**  
**PRICE SCHEDULE**

**A) Price schedule for domestic goods or goods of foreign origin located within India**

1 S.no.	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (₹.)							6 Total Price (at Consignee Site) basis (₹.) 4 x 5 (g)
				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, Insurance for a period including 3 months beyond date of delivery, 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	
1.	Intracranial Pressure Monitoring Monitors		04 Nos.								

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 Price Schedule C

**Name** \_\_\_\_\_

**Business Address** .....

**Place** .....

**Date** .....

**Signature and Seal of Tenderer**

**PRICE SCHEDULE****B) Price schedule for goods to be imported from abroad**

1	2	3	4	5					6
S.No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (₹.)					Total price on CIP Named Port of Destination + Insurance (local transportation and storage)  4 x 5 (g)
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs**	Incidental services including installation & commissioning, supervision, Demonstration and Training) at the Consignee's site	Transportation from port of entry to the consignee site, storage and extended Insurance for a period of 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e)	
1.	Intracranial Pressure Monitoring Monitors		04 Nos.						

\*\* To be paid in Indian Currency (₹)

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 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** \_\_\_\_\_

**PRICE SCHEDULE****C) PRICE SCHEDULE FOR CMC AFTER WARRANTY PERIOD**

1	2	3	4					5
Sr. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	
			a	b	c	d	e	
1.	Intracranial Pressure Monitoring Monitors	04 Nos						

**\* After completion of Warranty period****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 and 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 17.1 (D).
6. The uptime warranty will be 95 % 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 Tenderer.....  
Seal of Tenderer.....

**PRICE SCHEDULE  
D) PRICE SCHEDULE FOR TURNKEY**

Sr. No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Turnkey price

**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. 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 19.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

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

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

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Business Address**

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

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

### Comprehensive Financial Bid

S. No.	Item Description	Qty	Unit Price in INR	Custom duty in INR (if applicable)	Taxes (if applicable) VAT / Sales Tax/etc in INR	Service Tax (if applicable) in INR	Any Other Charges in INR if applicable (Specify)	Total in INR (Unit price x Quantity + Other Charges)
1.	Intracranial Pressure Monitoring Monitors	04 Nos.						
	Accessories							
	Warranty for 5 years							
	CMC (for 5 years)							
	<b>Grand Total*</b>							

The grand total \* will be the deciding factor for L1 provided all the other conditions mentioned in the tender document (GCC, SCC and the technical conditions) are fulfilled.

DATE:

SIGNATURE

NAME

SEAL

**SPECIAL CONDITIONS**

1. The bidders should submit the relevant certificates / evidence of previous supply to other hospitals. If required, the technical committee may enquire from the other hospitals where the bidders have supplied the material.
2. The bidders should also submit a certificate from the relevant authority as to the quality of the equipment.
3. The bidder should not have been blacklisted before.
4. The bidders shall also arrange for the demonstration of their equipment to the concerned committee regarding the quality aspect.

The above quote should include all applicable taxes. If the rates of various items are L1 for different Tenderer, the AIIMS Raipur reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

**Declaration by the Bidder:**

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding purchase of Intracranial Pressure Monitoring Monitors for Paediatric Department. I/we agree to abide them.
2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

**(Signature of Bidder with seal)**

Date:.....

Name :

Seal :

Address:

## **Chapter – VI**

### **Consignee Receipt Certificate** **(To be given by consignee's authorized representative)**

The following store(s) has/have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier's Name : \_\_\_\_\_
- 3) Consignee's Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of  
Authorized Representative of  
Consignee : \_\_\_\_\_
- 8) Signature of Authorized  
Representative of Consignee with  
date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

## Chapter – VII

### Proforma of Final Acceptance Certificate by the Consignee

**No** \_\_\_\_\_ **Date** .....

**To**

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant

**This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares in accordance with the contract/technical specifications. The same has been installed and commissioned.**

(a) Contract No\_dated\_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods

Consignment Note no\_\_\_\_\_dated \_\_\_\_\_

(f) Name of the vessel/Transporters:

(g) Name of the Consignee:

(h) Date of commissioning and proving test:

**Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl.No

Description of Item

Quantity

No.

Amount to be recovered

No.

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily

## or The supplier has failed to fulfill its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_(here indicate the amount).

Signature

Name

Designation with stamp

**## Explanatory notes for filling up the certificate:**

**He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**

**He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).**

**Training of personnel has been done by the supplier as specified in the contract**

**In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms**

**MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM**  
(Clause C (9) of the tender)

To

Store Officer,

All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: \_\_\_\_\_.

we, \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ and \_\_\_\_\_, hereby authorize Messrs. \_\_\_\_\_ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No. \_\_\_\_\_ for the above goods manufactured by us. No company or firm or individual other than Messrs. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

The authorization is valid up to \_\_\_\_\_.

Yours faithfully,

(Name)

For and on behalf of Messrs. \_\_\_\_\_  
(Name of manufacturers)/Principal.