



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road,

Raipur-492 099 (CG)

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

## **TENDER DOCUMENT**

TENDER NO.

:

AIIMS/RPR/CSSD/2013-14

FOR SUPPLY AND INSTALLATION OF  
CSSD AT AIIMS RAIPUR ON TURN  
KEY BASIS

**CONTRACT DOCUMENT CONSISTING OF TENDER NOTICE, TENDER  
FORM, RATE SHEET, TENDER CONDITIONS, SPECIFICATIONS AND  
TECHNICAL PARTICULARS, FORM OF AGREEMENT ETC.**

ISSUING AUTHORITY  
DIRECTOR, AIIMS, RAIPUR

## **INDEX**

<b>Sr.</b>	<b>Particular</b>	<b>Page No.</b>
1.	Important dates	4
2.	Section- I (Invitation for bid)	6
3.	Section –II (Instructions to bidder)	8
4.	Section –III (General Conditions of Contract)	26
5.	Section –IV(Special Conditions of Contract)	44
6.	Section –V (Bid Form)	55
7.	Table of Annexure	56
8.	Requirement of equipments (Department wise)	72

## Tender Enquiry No. ADMIN/Tender/CSSD/1/2013



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)

All India Institute of Medical Sciences, Raipur (Chhattisgarh)

Tatibandh, GE Road,

Raipur-492 099 (CG)

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

### NATIONAL COMPETITIVE BIDDING FOR SUPPLY AND INSTALLATION OF CSSD AT AIIMS, RAIPUR

BID REFERENCE : AIIMS/RPR/CSSD/2013-14.

PRE BID MEETING : 27.9.2013 AT 11:00 AM

#### Key Dates : Single Submission MultiOpening With Prequalification

Seq No	DME Stage	Start Date & Time
1	Tender Preparation and Release of NIT	10.09.2013
2	Pre Bid Meeting	27.09.2013 11:00
3	Close for Bidding – Submission of Tender	07.10.2013 15:00
4	Open EMD & Technical / PQ bid	07.10.2013 15:30

Last date for submission of original EMD and other relevant documents is 07.10.2013 upto 15:00 pm. All key dates are tentative and subject to be changed as per procurer requirement, all the information regarding this will be floated only on <http://aiimsraipur.edu.in> portal.

ADDRESS FOR SUBMISSION OF  
PHYSICAL TENDER DOCUMENTS

Deputy Director (Administration)

All India Institute of Medical Science

Tatibandh, GE Road,

Raipur (CG) 492099

Tel – 0771 25 73 222

E-mail:- dda@aiimsraipur.edu.in

**Note: Tender can ONLY be downloaded from the website “<http://aiimsraipur.edu.in> and “<http://tenders.gov.in>.**

Cost of tender form in the form of DD of ₹8,000/- in the name of AIIMS, Raipur, payable at Raipur (C.G.) should be submitted in a separate Envelope marked “Tender Fee” along with physical documents, failing which the tender will be rejected.

**SECTION I :  
INVITATION FOR BIDS (IFB)**

**SECTION I : INVITATION FOR BIDS (IFB)**

**Date : 10.09.2013**

**IFB No.: AIIMS/RPR/CSSD/2013-14/1**

1. For the requirement of AIIMS Raipur, Director AIIMS, Raipur now invite bids from eligible bidders for supply and installation of CSSD on Turn-Key basis with 5 years warranty alongwith AMC/CMC.
2. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer.
3. Price of bidding document  
(Non refundable DD) : ₹ 8,000/-  
**(D.D. in favour of AIIMS, Raipur, payable at Raipur (C.G.)**
  - i. Bid Security :  
Fixed Deposit/DD/ BG for 12 Months as bid security which shall be ₹ 5.00 Lakh (₹ Five Lakhs only) tendered for as E.M.D. issued by Nationalized bank in the name of the AIIMS, Raipur, payable at Raipur (refundable).  
**(E.M.D. in the form of F.D.R./DD/BG only)**
  - ii. re Bid Meeting : 27.09.2013
  - iii. Specification :  
Equipments & Installation of CSSD on Turn key basis along with AMC and CMC of the installed equipment
  - iv. Eligibility Criteria of Bidders : As per Clause 13 of ITB
  - v. Specifaction : As per Page 73
  - vi. Last date and time for submission of bids : 07.10.2013 15:00 PM
  - vii. Date and time of opening of Bid : 07.10.2013 15:30 PM
  - viii. Address of communication: : Deputy Director (Administration)  
All India Institute of Medical Science  
Tatibandh, GE Road,  
Raipur (CG) 492099  
Tel – 0771 25 73 222  
E-mail:- [dda@aiimsraipur.edu.in](mailto:dda@aiimsraipur.edu.in)
4. Bid and bid security as specified in the bid document must be delivered as per prescribed format for physical submission specified in notice and tender document.  
Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid.
5. In the event of the date specified for bid receipt/opening being declared as closed / holiday, due date for receipt/opening of bid will be done on next working day.
6. Bid alongwith supporting documents along with original EMD and cost of tender form have to be submitted by tenderer in the tender box at AIIMS Raipur on or before the last date & time of submission as mentioned above.
7. Time of Completion of work is within **10 weeks** from the date of allotment letter.
8. The competent authority does not bind itself to accept the lowest or any other tender and reserves its right to reject one or all of the tenders received without the assignment of a reason.

Deputy Director (Administration)  
All India Institute of Medical Science  
Tatibandh, GE Road,  
Raipur (CG) 492099  
Tel – 0771 25 73 222  
E-mail:- [dda@aiimsraipur.edu.in](mailto:dda@aiimsraipur.edu.in)

**SECTION II :**  
**INSTRUCTIONS TO BIDDER (ITB)**

**SECTION II: INSTRUCTIONS TO BIDDER TABLE OF CLAUSES**

Clause No.	Topic Number	Page No.	Clause No.	Topic Number	Page No.
	<b>A. Introduction</b>			<b>D. Submission of Bids</b>	
1.	Scope of work	9	17.	Bid stages	16-19
2.	Eligible Bidders	9	18.	Deadline for Submission of Bids	20
3.	Eligible Goods and Services	9	19.	Late Bids	20
4.	Cost of Bidding	9	20.	Modification and withdrawal of bids	20
	<b>B. Bidding Documents</b>			<b>E. Bid opening and evaluation of Bids</b>	
5.	Contents of Bidding Documents	10	21.	Opening of Bids by the Rate Contracting Authority	20
6.	Clarification of Bidding Documents	10	22.	Clarification of Bids	21
7.	Amendment of Bidding Documents	11	23.	Preliminary Examination	21
	<b>C. Preparation of Bids</b>		24.	Evaluation and Comparison of Bids	22
8.	Language of Bid	11	25.	Contacting the Rate Contracting Authority	22
9.	Documents Comprising the Bid	11		<b>F. Award of Contract</b>	
10.	Bid Form	12	26.	Post qualification	23
11.	Bid Prices	12	27.	Award Criteria	23
12.	Bid Currencies	13	28.	Purchaser's Right to vary Quantities	23
13.	Documents establishing Bidder's Eligibility and Qualifications	13-14	29.	Director AIIMS's Right to Accept any Bid and to Reject any or all bids	23
14.	Documents establishing Good eligibility and conformity to Bidding Documents	15	30.	Notification of Rate Contract	24
15.	Bid Security	15	31.	Signing of Rate Contract	24
16.	Period of Validity of Bids	16	32.	Performance Security & Inspection Charges	24
			33.	Placement of Supply Order	24
			34.	Corrupt or Fraudulent Practices	24

## **A. Introduction**

### **1. Scope of Work**

AIIMS, RAIPUR, requires Equipments For Establishment of CSSD on Turn key basis along with AMC and CMC of the installed equipment. Bid is issued for procurement and installation of Equipments for Establishment of CSSD at competitive rates. After finalization of the bid, the contract will be awarded to successful bidders for supply of the items.

### **2. Eligible Bidders**

- 2.1 This invitation for Bids is open to all eligible bidders as defined in GCC 13 of ITB..
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Rate Contracting Authority to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the Rate Contracting Authority under this Invitation of Bids.
- 2.3 Government owned enterprises of India may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the AIIMS Raipur.
- 2.4 The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.

### **3. Eligible Goods and Services**

- 3.1 All goods and ancillary services to be supplied under the Contract shall specify their country of origin.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

### **4. Cost of Bidding**

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and **Deputy Director (Administration) AIIMS, Raipur** hereinafter referred to as “**The Rate Contracting Authority**” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



## **B. The Bidding Documents**

### **5. Contents of Bidding Documents**

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- a. Instructions to Bidders (ITB);
  - b. General Conditions of Contract (GCC);
  - c. Special Conditions of Contract (SCC);
  - d. Bid Form;
  - e. Annexure-I (Sales Tax Clearance Certificate);
  - f. Annexure-II (Manufacturer Authorization Form);
  - g. Annexure-III (Declaration / Undertaking Form);
  - h. Annexure-IV (Proforma for Performance Statement);
  - i. Annexure-V (Annual Turnover Statement);
  - j. Annexure-VI (Specifications of required equipments for CSSD);
  - k. Annexure-VII (Performance Security Form);
  - l. Annexure-VIII (Contract Agreement Form);
  - m. Annexure-IX (Details of Manufacturing Unit);
  - n. Annexure-X (Price Schedule);
  - o. Annexure-X-A (Comparative Price Schedule);
  - p. Annexure-XI (Price Schedule for AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts); and
  - q. Annexure-XII (Detail of Service Centre);
  - r. Annexure-XIII (Check List)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and annexure in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 The bidding document is not transferable.

### **6. Clarification of Bidding Documents**

- 6.1 If wishes, a prospective Bidder requiring any clarification of the Bidding Documents shall contact the Rate Contracting Authority in writing at the Rate Contracting Authority's mailing address indicated in the invitation for Bids. The Rate Contracting Authority will respond in writing to any request for clarification of the Bidding Documents, which he/she receives not later than 15 days prior to the deadline fixed for submission of Bids and prescribed by the Rate Contracting Authority. Any correspondence with Rate Contracting Authority seeking any clarification regarding any matter contained herein shall not compel the Rate Contracting Authority to suspend the implementation of provision given hereunder or shall not mean a promise to change any provision in this tender document.

**7. Amendment of Bidding Documents**

- 7.1 At any time prior to the deadline fixed for submission of bids, the Rate Contracting Authority may, for any justifiable reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 Any addendum issued shall be part of Bidding Documents and all the prospective bidders will be notified of the amendment by post or publication, and will be binding on them. The same shall be uploaded on the designated website.
- 8.3 In order to allow reasonable time to prospective bidders in which to take the amendment into account in preparing their bids or for any other reason, the Rate Contracting Authority at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

**8. Language of Bid**

- 8.1 The Bid prepared by the Bidder, as well as all correspondence and documents, printed literature and leaflets relating to the bid exchanged by the Bidder and the Rate Contracting Authority shall be written in English or Hindi language.

**9. Documents comprising the Bid**

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a. A Bid Form and Price Schedule completed in accordance with ITB Clause 10, 11 and 12; **tender form instruments should be submitting in hardcopies.**
  - b. Documentary evidence established in accordance with ITB Clause 14 that the goods and services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
  - c. Bid Security furnished in accordance with ITB Clause 15.

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed **Earnest Money Deposit** Envelope.

**10. Bid Form**

- 10.1 The Bidder shall complete the Bid Form and shall also submit a hard copy thereof. The signing of Bid Form shall commit the Bidder to supply the ordered goods to the purchaser within **10 weeks** of placing such order.

**11. Bid Prices**

- 11.1 Bid has been called for the equipments/machines/service/goods given in the specification in Technical Annexure VI. The specifications of the equipments/machines should be brand new unit as per details given in Annexure-VI.
- 11.2 Prices (inclusive of Excise Duty / Custom Duty, transportation, packing, insurance, installation, loading-unloading, warranty, inspection, and any incidental charges, CST/VAT/ST) should be quoted for each of the required equipments/services etc, separately on door delivery basis according to the unit ordered. Tender for the supply of equipments etc. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. The delivery should be made as stipulated in the supply order placed with successful bidders. Conditional tenders will not be accepted. Different component of the price such base price and statutory taxes like Excise Duty / Custom Duty CST/VAT/Service Tax must be shown separately.
- 11.3 Each bid must contain the unit price of each equipment in figures as well as words. Any discrepancy between the figures and words, the amount written in words will prevail. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 11.4 The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Director AIIMS at its discretion, will exercise, the right to revise the price at any stage, on lower side so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 11.5 To ensure sustained supply without any interruption the Purchasing Authority, reserves the right to split orders for supplying the requirements among more than one bidder, provided the prices and other conditions of supply are equal.
- 11.6 The prices quoted and accepted will be binding on the bidder for the stipulated period (as per para I of introduction and any increase in the price will not be entertained till the completion of this tender period or till further orders. Cross Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated as unresponsive and Tender will be summarily rejected.

**12. Bid Currencies**

12.1 Prices shall be quoted in **Indian Rupees**.

**13. Documents establishing Bidder's eligibility and qualifications**

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Rate Contracting Authority's satisfaction.

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Rate Contracting Authority's satisfactions:

- a. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer. In case of authorized distributor the bidder should have minimum three years association with manufacturer. (as per authorization form given in Annexure II).
- b. Documentary evidence for the Registration of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor and Name, Address, Telephone number, fax, e-mail of primary manufacturer.
- c. The bidder shall submit printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted and item code should also be written with catalogue, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security. Specification of equipments supplied should match the specification in catalogue.
- d. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
- e. Authorization letter nominating a responsible person of the bidder to transact the business with the Rate Contracting Authority.
- f. The Bidder/manufacturer should have atleast three years manufacturing / distributorship experience. The Bidder should submit a list of users of quoted equipments manufactured by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.

- g. The bidder should have at least one service centre in Raipur, with a team of trained service engineer/technical staff the details in this regard as per Annexure-XII shall be submitted. In case at the time of tender service centre is not available in Raipur, then he shall submit undertaking to establish the service centre before the award of contract. It shall be the duty of the seller to collect the equipment for repair / service & to replace it after such repair / servicing free of charge during warranty / guarantee period and will cover all such costs in the AMC / CMC.
- h. The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI.
- i. Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010 / 31.03.2011 / 31.03.2012 (as per form attached in Annexure-I).
- j. Details of Manufacturing Unit/ Authorized distributor in Annexure – IX. The details containing the name and address of the premises where the items quoted are actually manufactured.
- k. Documents, if any, to show that the manufacturing unit/importer has been recognized, by WHO, UNICEF, ISO or any other Certificate etc.
- l. The bidder shall furnish a notarized affidavit in the format given in Annexure-III declaring that the bidder accepts all terms and conditions of the tender.
- m. Average Annual turnover (i.e. turnover for each year separately) in the last three financial years shall not be less than **₹ Five Crore**. Annual turnover statement for 3 years submitted in the format given in Annexure-V certified by the Auditor/CA.
- n. In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- o. The bidder should also submit national and international quality certificates like ISI/CE/C"mark/IEC standard or equivalent certificate of quoted product, if available.
- p. The Concern / Company should have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization for the quoted product or as a whole. Affidavit to this effect shall be submitted by the concern / company.
- q. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item code no.
- r. All documents should be **self attested and stamped**. The onus of establishing the credentials of the Tender(s) from the office records or otherwise doesn't lie with AIIMS Raipur. Tender will be evaluated only from the Certificates/documemnts submitted along with the tender.

- 13.4 The work done by the applicant company in India whether private or Government sector will only be considered for evaluation process.
- 13.5 The company engaged in CSSD equipment manufacturing should have minimum three years of market standing, in India. Relevant evidentiary documents should be submitted in support thereof.
- 13.6 The applicant company should have exposure to complete project of manufacturing / installation / fixing of CSSD work at **at-least 3** Government / Non Government Medical College / Medical University / Hospitals over the past 3 years in India.
- 13.7 No Bidder / Tenderer should submit two or more authorization letters from the manufacturer for the same projects / tender/product.

**14. Documents establishing Goods Eligibility and Conformity to Bidding Documents**

- 14.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

**15. Bid Security**

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, the bid security which shall be ₹ 5.00 Lakhs (₹ Five Lakhs). DD/F.D.R. should be attached.
- 15.2 The bid security is required to protect the Rate Contracting Authority against risk of Bidder's business conduct which would warrant the security's forfeiture, pursuant to ITB clause 15.7.
- 15.3 The bid security shall be in Indian Rupees and shall be in form of Fixed Deposit/DD for 12 months in favour of AIIMS, Raipur.
- 15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 above will be rejected by the Rate Contracting Authority as non-responsive, pursuant to ITB Clause 23.
- 15.5 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible upon the successful Bidders signing the Contract, pursuant to ITB Clause 31 or after the expiration of the period of bid validity prescribed by the Rate Contracting Authority pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 31, and furnishing the performance security, pursuant to ITB Clause 32.
- 15.7 **The bid security may be forfeited:**

- a. If a bidder
  - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
- b. In case of a successful Bidder, if the Bidder fails:
  - (i) to sign the Contract in accordance with ITB Clause 31; or
  - (ii) to furnish performance security and Inspection Charges in accordance with ITB Clause 32.

**16. Period of Validity of Bids**

- 16.1 Quoted Prices of Bids shall be valid for at least 180 (One hundred eighty) days after the date of bid opening prescribed by the Rate Contracting Authority pursuant to ITB clause 21. A bid valid for a shorter period shall be rejected by the Rate Contracting Authority as non-responsive. This price on acceptance shall remain fixed till contract period or till further order.
- 16.2 In exceptional circumstances, the Rate Contracting Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 16.3 No bid may be modified subsequent to the deadline for submission of Bids.
- 16.4 No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security pursuant to ITB Sub-clause 15.7.

**D. Submission of Bids**

**17. Bid Stages**

- 17.1 Bid should be submitted in following system and should furnish the following documents failing which their bid shall not be accepted:-

**Envelope – A: Tender fee and E.M.D.**

**(Tender fee in the form of D.D. only)**

- (1) The Bidders shall submit their Tender fee ₹8,000/- in form of a Demand Draft in the name of "AIIMS, RAIPUR" payable at Raipur in a separate physically sealed Envelope clearly marked "**Tender Fee**" and the same should reach the concerned office as stated in the Notice Inviting Tender along with Tender.

**(E.M.D. in the form of F.D.R./DD only)**

- (2) The Bidders shall submit their Earnest Money Deposit as usual in a separate

## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

physically sealed Envelope. Fixed Deposit for 12 Months as bid security which shall be ₹ 5.00 Lakh (₹ Five Lakhs only) tendered for as E.M.D. issued by Nationalized bank in the name of the AIIMS, Raipur, payable at Raipur (refundable).

- **Without submission of E.M.D. the tender will be summarily rejected as per rules.**
- **In no case the tender cost fee should be mixed with E.M.D. amount. Fee cost is not refundable.**

### **Envelop – B: (Technical Bid)**

- (i) Technical bid should be submitted in hard copies as well as with two additional self certified copies (total 3 copies) for the quoted equipments etc. should be signed and stamped on each page. (ANNEXURE-VI). The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI. Format of technical bid is available in tender document and same should be submitted in hard copy by the bidder in Envelope B.
- (ii) List of name and address where supply of the quoted equipments has been made.
- (iii) Literature of original catalogue of the product attached for reference.
- (iv) Guarantee / warrantee.
- (v) Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010, 31.03.11, 31.03.12 (as per form attached in Annexure-I).
- (vi) Annexure-II (Manufacturer Authorization Form)
- (vii) Annexure-III (Undertaking Form / Declaration Form)
- (viii) Annexure-IV (Proforma for Performance Statement). A list of user of quoted equipments by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- (ix) Annexure-V (Annual Turnover Statement)
- (x) Annexure – IX (Details of Manufacturing Unit)
- (xi) Annexure – XII (Details of Service Centre in Raipur)
- (xii) Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- (xiii) Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.
- (xiv) The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
- (xv) Market Standing Certificate issued by the Licensing Authority as a Manufacturer / distributor for each equipment quoted for the last 3 years. In case of direct importer, evidence for importing the said items for the last three years.



## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

- (xvi) The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc” mark / IEC standard or equivalent certificate of quoted product, if available.
- (xvii) Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization. Affidavit to this effect shall be submitted by the concern / company.
- (xviii) Original price Bid and other Form duly signed and stamped by authorized signatory and physical document as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.
- (xix) Bidders should have the registration under Commercial Tax Authority, Registration should be attached.
- (xx) Affidavit that the firm has no vigilance case / CBI case pending against him / supplier.
- (xxi) Affidavit that the firm has not supplied the same item at the lower rate than quoted in the tender to any Govt. / Semi Govt. or any other organization.
- (xxii) Certificate for being in business or more than 3 years.
- (xxiii) Certificate for sole ownership / partnership and establishment relationship.
- (xxiv) The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.
- (xxv) In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- (xxvi) A separate price list of all **spares and accessories (including minor)** required for maintenance and repairs in future after guarantee / warrantee period.
- (xxvii) Recurring expenditure on equipments.

All envelopes sealed in main envelop i.e. marked **ENVELOP-D “TENDER FOR ESTABLISHMENT OF CSSD FOR AIIMS RAIPUR.”** *All the envelopes A, B, C, D must be sealed using Paper Tape and official seal, moisture free and strong. All the enclosures and photocopies should be self certified and stamped.*

- i. Reference No. of the tender \_\_\_\_\_
- ii. Tender regarding \_\_\_\_\_
- iii. Due date of submission of tender form \_\_\_\_\_
- iv. Due date for opening of the tender \_\_\_\_\_
- v. Name of the firm \_\_\_\_\_

**NOTE : TENDER SUBMITTED WITHOUT FOLLOWING THE ABOVE PROCEDURES WILL BE SUMMARILY REJECTED.**

**Envelop – C: (Financial Bid)**

**Financial Bid / Price Proposal in the format as prescribed in Annexure X.**

**Envelop – D: (Main Tender Envelop)**

- a. Envelop A , B & C .

**17.2 PRICE BID –**

The Bidder should furnish the following:-

- i) The rate quoted as per unit (landed price) in Annexure-X shall be inclusive of Excise Duty / Custom Duty, freight, packing, insurance, inspection & testing charges, VAT/CST/Service TAX and should be F.O.R.i.e AIIMS Raipur on turn key basis.
- ii) **The rate quoted in column 8 of Annexure-X should be filled and should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the Annexure-X.**
- iii) Rates quoted for items other than mentioned in the tender form then that particular item will not be entertained.
- iv) The rates of each item should be quoted in figures as well as in words also otherwise the tender is liable to be rejected.
- v) The bidder shall also quote charges for Annual Maintenance Contract (without spare parts) / Comprehensive Maintenance Contract (include free labour, repair, other services & spare parts) for the next five years after the expiry of **warranty/gurantee period** in Annexure-XI. AMC should be quoted for equipments costing upto ₹5.00 Lacs and CMC should be quoted for equipments costing more than ₹5.00 Lacs.
- vi) The bidder should quote alongwith guarantee / warranty of 5 years on equipments.
- vii) Bidder should show recurring expenditure of each equipment separately.

**18. Deadline for Submission of Bids**

- 18.1 Bids will not be accepted after the time and date specified in the invitation for Bids (Section I).
- 18.2 The Rate Contracting Authority may, as its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 7, in which case

all right and obligations of the Rate Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 18.3 The Rate Contracting Authority will not be responsible for any delay or non-receipt of tender documents.

**19. Late Bids**

- 19.1 No Bid can be submitted after the last date and time of submission of bid.

**20. Modification and withdrawal of Bids**

- 20.1 No bid may be modified subsequent to the deadline fixed for submission.
- 20.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

**E. Bid Opening and Evaluation of Bids**

**21. Opening of Bids by the Rate Contracting Authority**

Opening of Bid process:

- 21.1 All bidders are entitled to be present at the date, time & place for opening of Bids.
- 21.2 Only one representative of each Bidder is entitled to remain present at the time of bid opening. Bidder's representative who is present shall sign a register evidencing his/her attendance. Such representative must be present with original authority letter issued by the bidder with ID proof in support thereof.
- 21.3 Opening of bid will be sequential process.
- 21.4 Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelop D containing envelop **A**, **B** & **C** documents will be opened, out of which envelop **A** will be immediately opened physically. Documents together with contents of envelop **A** will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. The date and time of opening of technical bid (**envelop B**) will be within a week of opening of **envelop A** and will be communicated to those who qualify for opening of bid. Technical Bid will be evaluated as per specification and NCB terms & conditions by the Tender Evaluation Committee. Those bidders who qualify for the technical bid will be invited for demonstration of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified, failing which their bid

will be rejected. Thereafter, Price Bid (envelop C) will be opened for those bidders whose bid will be found technically responsive after demonstration.

- 21.5 The Bidders' names, presence or absence of the requisite bid security will be announced at the opening of Technical Bid.
- 21.6 Bidders who were found eligible on satisfying the criteria for technical evaluation and inspection by the technical committee can only be invited to be present at the date and time for opening of Price Bid of the tender.

## **22. Clarification of Bids**

- 22.1 During evaluation of bids, the Rate Contracting Authority may, at its discretion, ask the Bidder for clarification of its Bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Rate Contracting Authority shall not be considered. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Rate Contracting Authority in the evaluation of the bids.

## **23. Preliminary Examination**

- 23.1 The Rate Contracting Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all documents are there, whether the documents have been properly signed, and whether the bids are generally in order.  
The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form (signed and stamped) not enclosed
  - (ii) All the pages of Tender forms & documents is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Certificate.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.
  - (viii) Tenderer 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) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- 23.2 The Rate Contracting Authority may waive any minor informality or non-conformity or irregularity or omissions in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

- 23.3 Prior to the detailed evaluation, pursuant to ITB Clause 24, the Rate Contracting Authority will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the documents, terms, conditions and specifications of the bidding documents without material deviations. The Rate Contracting Authorities determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.4 If a bid is substantially responsive, the Rate Contracting Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request within the stipulated time may result in the rejection of its bid.
- 23.5 If a bid determined as not substantially responsive, it will be rejected by the Rate Contracting Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**24. Evaluation and Comparison of Bids**

The Tender Evaluation Committee will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23. Bids will be evaluated with reference to various criteria as specified in bid document and one of such criteria is that the rate per unit of (landed price) i.e. rate per item for determining the L<sub>1</sub> rate (Lowest rate). The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

**25. Contacting the Rate Contracting Authority**

- 25.1 Subject to ITB Clause 22, no Bidder shall contact the Rate Contracting Authority on any matter relating to its bid, from the time of the bid opening to the time Rate Contract is awarded.
- 25.2 Any effort by a Bidder to influence the Rate Contracting Authority in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the Rate Contracting Authority, it should do so in writing.

**F. Award of Contract**

**26. Post Qualification**

- 26.1 Based on the qualification criteria listed in ITB Clause 13, TEC will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 26.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to ITB Clause 13, as well as such other information as the Rate Contracting Authority deems necessary and appropriate.
- 26.3 The Rate Contracting Authority shall ask for demonstration whereable applicable of the quoted CSSD equipment. The cost of demonstration shall be born by the bidder. Day, date & place of demonstration shall be decided by Rate Contracting Authority.
- 26.4 An affirmative determination will be prerequisite for award of the Rate Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Rate Contracting Authority will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.
- 26.5 The tenderers shall demonstrate whereable applicable the quoted model of the equipments during the technical evaluation on the day, date & place specified.

**27. Award Criteria**

- 27.1 Subject to ITB Clause 29 – The Director AIIMS Raipur will award the rate contract to the successful bidders on most reasonable prices on the basis of requisite evaluations.

**28. Purchaser's Right to vary Quantities**

- 28.1 The details of the required equipments etc. are to be shown in Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Purchaser. Successful bidders shall have to supply the items & services on the rates under same terms & conditions in case of any increase..

**29. Director AIIMS Raipur's Right to Accept any Bid and to Reject any or all bids**

- 29.1 Director AIIMS Raipur reserves the right to accept or reject the tender for the supply of all items of equipments or for any one or more of the items of equipments tendered for in a tender without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or .

**30. Notification of Rate Contract**

- 30.1 Prior to the expiration of the period of bid validity, the Rate Contracting Authority will notify the successful Bidders in writing by registered letter or fax or e-mail, that its bid has been accepted.
- 30.2 The notification of Rate Contract will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's signed Rate Contract pursuant to ITB Clause 31, the Rate Contracting Authority will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 30.4 If, after notification of rate contract, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to Director AIIMS Raipur. .

**31. Signing of Rate Contract (Agreement)**

- 31.1 At the same time the Rate Contracting Authority will inform to the successful Bidder that its bid has been accepted the Rate Contracting Authority will send the Bidder the Rate Contract Form provided in the bidding document incorporating all agreements between the parties.
- 31.2 Within 10 days of receipt of the Notification of Rate Contract, the successful Bidder shall sign and date the Contract on a non-judicial stamp paper of value of ₹100/- (stamp duty to be paid by the Bidder) and return it to the Rate Contracting Authority.
- 31.3 The validity of Rate Contract will be one year from the date of signing of the rate contract agreement and may be extended for further period as agreed mutually unless revoked.

**32. Performance Security & Inspection Charges**

- 32.1 Within 15 days of the receipt of firm order from the Rate Contracting Authority or the date specified by the purchaser, the successful Bidder shall furnish the performance security and inspection charges in accordance with the Clause 7 & 8 of General Conditions of Contract.
- 32.2 Failure of successful bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and disqualify the firm to participate in the tender for the next five years.

**33. Placement of Supply Order**

- 33.1 After finalization of the contract, the successful bidders may be asked to submit the delivery schedule as per requirement of the Purchaser. While placement of orders, the schedule given to the bidders, along with the other conditions stated at ITB 27.1 will be considered.
- 33.2 To ensure sustained supply without any interruption Director AIIMS Raipur reserves the right to split orders for supplying the requirements among more than one L-1 bidder.

**34. Corrupt or Fraudulent Practices**

34.1 For the purpose of this provision, the terms set forth 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 mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be allowed to participate, awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub clause 21.4 of the General Conditions of contract.



**SECTION III:  
GENERAL CONDITIONS OF CONTRACT (GCC)**

**SECTION III:**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**TABLE OF CLAUSES**

<b>Clause Number</b>	<b>Topic</b>	<b>Page Number</b>
1.	Definitions	28
2.	Applications	28
3.	Country of Origin	29
4.	Standards	29
5.	Use of Contract documents and information	30
6.	Patent Rights	30
7.	Performance Security	31
8.	Inspection and Tests	31
9.	Packing	32
10.	Delivery and Documents	32
11.	Insurance	32
12.	Transportation	33
13.	Warranty	33
14.	Payment	35
15.	Prices	35
16.	Change orders	36
17.	Contract Amendments	36
18.	Assignment	36
19.	Delays in the Supplier's Performance	36
20.	Liquidated Damages	36
21.	Termination for Default	37
22.	Force Majeure	38
23.	Termination for insolvency	38
24.	Termination for Convenience	38
25.	Resolution of Disputes	39
26.	Limitation of Liability	39
27.	Governing Language	40
28.	Applicable Law	40
29.	Notices	40
30.	Taxes and Duties	40
31.	Fall Clause	40
32.	Jurisdiction	41

## **General Conditions of Contract**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "Rate Contract" means the agreement entered into between Director AIIMS Raipur and the Supplier, as recorded in the Contract Forms signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein for supply of material in agreed time period.
- (b) "Price" means the price payable to the Supplier for the full and proper performance of its contractual obligations.
- (c) "Goods" means all the equipments etc., which the supplier is required to supply to the purchaser under the Contract.
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, and other obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the The Director, AIIMS, Raipur.
- (h) "The Purchaser's Country" is the country named in SCC.
- (i) "Director" means Director, AIIMS Raipur.
- (j) "The Supplier" means the manufacturers / authorized distributors of manufacturers or authorized firm supplying the Equipment, Goods and Services under this Contract.
- (k) "Chairman, PC" means Chairman, Purchase Committee which is Deputy Director (Administration), AIIMS, Raipur (C.G.)
- (l) "Rate Contracting Authority" means the Chairman, Purchase Committee.
- (m) "The Project Site" where applicable, means the place or places named in SCC.
- (n) "Day" means calendar day.

### **2. Applications**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

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

- 3.1 All equipment, goods & services supplied under the Contract shall be specified their country of origin.
- 3.2 For purpose of this Clause “origin” means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Equipment, Goods & Services is distinct from the nationality of the Supplier.

### **4. Standards**

- 4.1 The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, latest standards agreeable to Rate Contracting Authority should be supplied.
- 4.2 Genuine Equipments For Establishment of CSSD must be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported.
- 4.3 While quoting the rates of Equipments of installation of CSSD as enclosed list, the name of the manufacturer, must be mentioned otherwise the tender is liable to be rejected.
- 4.4 The rates of every item should be quoted from standard and well reputed firms / companies and they should be minimum possible.
- 4.5 For Equipments for establishment of CSSD means should bear quality assurance certification like ISO 9002 **or** CE Mark of ISI standardization.
- 4.6 Software and Hardware Upgradation – Free Digital Up-gradation of software (all update & upgrades) upto 5 years.
- 4.7 Online UPS with digital technology should be supplied with the equipments required by it.
- 4.8 Technical specification of equipments / work mentioned is basic, however, equipments of higher specifications may be quoted at no extra cost.
- 4.9 No change in make/manufacturer will be allowed at the time of supply. Changes resulting out of technology upgradation of the same manufacturer can be permitted at no extra cost.
- 4.10 Circuit diagram with operator’s and service manual must be enclosed along with the equipment.

## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

---

- 4.11 Names of the institution in India, where quoted equipment / work has been supplied / installed / done during last three years must be attached. Also number of units sold in India must be informed in writing.
- 4.12 The Bidders are not allowed to quote for equipments / components with less than desire specification. Deviation from specification on lower / negative side shall not be considered if at any time during evaluation / after supply of equipments / components are found below specification EMD / performance guarantee shall be forfeited and action will be taken for black listing.
- 4.13 Latest models which fulfills this tender's specifications must be quoted.
- 4.14 An affidavit of the manufacturer duly notarized on Non Judicial stamp paper must be enclosed to guarantee supply of all spare parts for 5 years beyond guarantee / warranty period must be enclosed. The manufacturer must submit an authorized price list of genuine spare parts / standard parts and must also mention in the above affidavit that they will ensure sending any revised price list in the event of award of contract which requires AMC / CMC.
- 4.15 Tenders of refurbished equipments / machineries will not be accepted. The bidder must give an affidavit on a duly notarized Non judicial stamp paper that the quoted equipment / machine is not refurbished.

### **5. Use of Contract documents and information**

- 5.1 The supplier shall not, without the Rate Contracting Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Rate Contracting Authority in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extent only so far as may be necessary, for purposes of such performance.
- 5.2 The Supplier shall not, without the Rate Contracting Authority's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for the purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of Director AIIMS Raipur and shall be returned (in all copies) to the Director on completion of the Supplier's performance under the contract if so required by the Director.

### **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Director against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**7. Performance Security**

- 7.1 The supplier shall furnish performance security in the amount specified in SCC 2.1 to the purchaser as specified in GCC 1.1 (g).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of DD/ F.D.R. / Bank Guarantee of Nationalized Bank located in India in the prescribed form provided in bidding document or another acceptable to the purchaser in favour of Purchaser till 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 7.4 The performance security will be discharged by the purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's satisfactory performance obligations, including warranty obligations, unless specified otherwise in SCC.

**8. Inspection and Tests**

If purchaser wishes:

- 8.1 The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specification shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
  - (i) The Supplier shall notify the purchaser or its representative at least 10 days prior to the date when Goods are available for inspection.
  - (ii) The Supplier will provide to the purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the purchaser. The Supplier may seek an independent quality test report for batch ready for shipment. The cost of such tests will be borne by the Supplier.
  - (iii) Where the Supplier contests the validity of the rejection by the purchaser or his representative, whether based on product or packing grounds, a sample drawn by the Inspection Authority will be forwarded for analysis to an independent technical inspection. The Finding, which will be promptly obtained, will be final and binding on both the parties. The cost of umpire analysis will be borne by the losing party.
  - (iv) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the Goods shipment from the country of origin.

- (v) Nothing in Clause 8 shall in any way release the supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC, Technical specification and in any subsequent instruction ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Supply of equipment, goods and services should be completed within 10 weeks from the date of supply order unless otherwise specified in the supply order. Purchaser will place order by fax &/or e-mail &/or speed post.
- 10.2 It shall be the responsibility of the Supplier to make good for any shortage/damage at the time of receipt at designated place.
- 10.3 The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.4 The delivery of Equipments for CSSD should be made at the point / place specified by the Purchaser in Purchase Order.
- 10.5 The successful bidders should strictly adhere to the following delivery schedule Supply, Installation & Commissioning on turn key basis should be effected within a fortnight from the date of supply and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.
- 10.6 Supply must be *in toto* i.e. not in fraction.

## **11. Insurance**

- 11.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture, acquisition, transportation, storage, delivery, installation and test running in the manner specified in SCC.

## **12. Transportation**

- 12.1 Where the Supplier is required under the Contract to transport the Goods to project site, including insurance as shall be specified in the Contract shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
- 12.2 The loss or damage of material whatsoever, whether insured or not, during transit shall be made good by bidder free of charge, failing which the losses will be deducted from their bill / performance security.
- 12.3 Wharfage, demurrages etc. on account of incorrect or delayed dispatch of material or documents shall be the responsibility of the supplier and shall be recovered from his bill / performance security.

## **13. Warranty**

The Bidder shall provide on site warranty/guarantee of the equipment for the period of **five years from the date of installation**. Warranty will cover services, repairs, maintenance, replacement of spare parts, broken / damaged / worn out spare parts and other services free of cost during the whole warranty period of five years. The warranty shall also include “on call service” which should not exceed **24 hours from the time of lodging of complaint through e-mail**. The bidder will provide reference docket number by return e-mail indicating probable time to repair. The purchaser shall have the right to get the work done at the cost of bidder’s responsibility, if machine is not repaired within 24 hours. **The company is to assure uninterrupted service without compromising OT/ICU**

- 13.1 The Purchaser shall promptly notify the Supplier in writing of any claims arising under the warranty.
- 13.2 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the sub standard equipments, without cost to the Purchaser.
- 13.3 If the Supplier, having been notified, fails to remedy the defect(s) within **three days**, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier’s risk and expense and will have right to impose penalty without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.4 The stores supplies shall be strictly in accordance with the Specifications / Standards and shall be of the best quality. The stores are demanded to carry the Supplier’s own guarantee of the items by the consignee.
- 13.5 If at any time during/after the supply if equipment is not found as per specification, sub standard or refurbished the bidder shall replace defective equipment at his own cost, immediately, failing which the total amount is recoverable from him and he will be black listed.
- 13.6 UPTIME GUARANTEE: The firm should provide uptime guarantee of 98% for the year.



**13.7 Downtime penalty Clause:**

During the Guarantee / Warranty period, desired uptime of 98% of 365 days (24 hours), if downtime exceeds 2% in a year, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. If accessories /other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the AMC / CMC from the third party separately along with the main offer and the third party will have to sign the AMC / CMC with the Purchaser if required. In no case instrument should remain in non – working condition for more than **3 consecutive days**, beyond which a penalty of 1% of machine cost will be charged per day. The Principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

**13.8 Guarantee / Warranty period:** The tenderers must quote for 5 years warranty 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 should submit their quote for subsequent 5 years AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts). 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 AMC / CMC. The Rate Contracting Authority reserves the right to award AMC / CMC. A.M.C. (without spare parts) shall be quoted for equipments costing upto ₹5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above ₹5.00 Lacs. So the price of AMC / CMC should be quoted according to the cost of equipment.

**13.9 SPARE PARTS:** The separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period must be attached / enclosed along with the sealed quotation without this bid 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. The spare parts should be of standard quality. The bidder must take guarantee of availability of supply of spare parts upto 5 years beyond the warranty / gurantee period and must submit affidavit as per GCC clause 4.13.

**13.10** The vendor **must** undertake to supply all spares for optimal upkeep of the equipments for at least 10 years after handing over the Unit to the Institute.

**13.11 TRAINING:** Training of equipments within the stipulated time should be done by the supplier at his cost. The time & place of training shall be stipulated by purchaser. Training should be of 2 doctors and 2 technicians of user department.

**13.12** The Tenderers should clearly indicate the name of the Manufacturers / Beneficiary of the Letter of Credit, country of origin, place of shipment / air freightment etc.

**13.13** Letter of Credit upto 75% of order value shall be opened after receiving a Bank Guarantee for the entire 100% of ordered value. The bank guarantee must cover the entire period up to the stage of handing over on turnkey basis.

**13.14** Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.

- 13.15 Successful tenderers will have to furnish **Performance Bank Guarantee for 10% contract value from any Nationalized Bank valid for the warranty period.**
- 13.16 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 (**duly notarized**).
- 13.17 Equipment should be brand new & of latest technology along with digital technique wherever applicable.
- 13.18 The Director reserves the right to increase the accessories and their numbers, payment will be made only for ordered accessories.

#### **14. Payment**

- 14.1 The method and conditions of payment to be made to the Supplier under the contract shall be specified in the SCC.
- 14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and the service performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 14.3 Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of the purchaser. Proforma invoice should also be submitted.
- 14.4 Payment shall be made in Indian Rupees.
- 14.5 The payment of the claim / bill will be made after deduction of VAT as per rules of Chhattisgarh Commercial Tax Act and other taxes from the bill.
- 14.6 No payment shall be made for rejected Stores. Rejected items must be removed by the supplier 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 notice.
- 14.7 Supply of equipments means – installation and commissioning and also test running at site. No separate charges will be paid separately on this account.
- 14.8 Payment will be made after installation, commissioning and successful test running at the site, due verification and subsequent **satisfactory report of the user department.**

#### **15. Prices**

- 15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

15.2 Recurring expenditure of the machine / equipment should be mentioned.

## **16. Change orders**

16.1 The Rate Contracting Authority may at any time, by written order given to the Supplier pursuant to GCC Clause 29 make changes within the general scope of the Contract in any one or more of the following:

1. The method of shipping or packing, installation;
2. Any other terms & conditions in public interest.

16.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, and equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

16.3 The Purchase Orders on approved rates will be placed by the Purchaser.

## **17. Contract Amendments.**

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

## **18. Assignment**

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **19. Delays in the Supplier's Performance**

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Supply order.

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Service, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance.

19.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of **liquidated damages** pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

## **20. Liquidated Damages**

- 20.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all the Goods or to perform the services within the period(s) specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 21.

## **21. Termination for Default**

Contract may be terminated by the Purchasing Authority if:

- 21.1 If the supplier fails to execute the supply within the stipulated time, the Purchaser is at liberty to make alternative purchase, in the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from the forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other sources or in the open market or from any other supplier who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the Supplier and in the event of such amount being insufficient, the balance will be recovered personally from the Supplier. The penalty would be 0.5% of value of delayed goods/services per week will be levied as LD.
- 21.2 The order may be cancelled after expiry of delivery period as mentioned in the supply order and the supplier shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders.
- 21.3 Purchasing Authority will be at liberty to terminate by assigning justifiable reason thereof the contract either wholly or in part on one month notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.
- 21.4 If the Supplier, in the judgment of the Rate Contracting Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause.

“**Corrupt practice**” means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice**” means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition.

- 21.5 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Purchasing Authority, and the supplier shall be liable for all losses sustained by the Purchasing Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- 21.6 Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- 21.7 In all the above conditions, the decision of the Purchasing Authority shall be final and binding.

## **22. Force Majeure**

- 22.1 Not with standing the provision of GCC Clause 19, 20, 21, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchasing Authority either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchasing Authority in writing with adequate proof of such conditions and the cause thereof. Unless otherwise directed by the Rate Contracting Authority in writing the Supplier continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

## **23. Termination for insolvency**

- 23.1 The Purchasing Authority may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Rate Contracting Authority.

## **24. Termination for Convenience**

- 24.1 The Purchasing Authority, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchasing Authority’s convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective.
- 24.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice of termination shall be accepted by the Purchasing Authority at the Contract terms and prices. For the remaining Goods, the Purchasing Authority may elect:

- i) to have any portion completed and delivered at the Contract terms and prices; and / or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **25. Resolution of Disputes**

25.1 The Purchasing Authority and the Supplier for the rate contracts & purchaser and supplier for supply order, supply, delivery and payment and other issues shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchasing Authority and the Supplier & purchaser and the supplier have been unable to resolve, amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

- i. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- ii. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.

25.3 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

## **26. Limitation of Liability**

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.

- i. The supplier shall not be liable to the Purchasing Authority, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the Purchasing Authority, and
- (ii) The aggregate liability of the supplier to the Purchasing Authority, whether under the contract, in tort or otherwise, shall not exceed the total ordered price, provided that this limitations shall not apply to the cost of replacing sub-standard/defective goods.

## **27. Governing Language**

27.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **28. Applicable Law**

28.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

## **29. Notices**

29.1 Any notices given by one party to the other, pursuant to this Contract, shall be sent to other party in writing, confirmed in writing to the other Party's address specified in SCC.

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

## **30. Taxes and Duties**

30.1 In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will not be paid extra.

30.2 Suppliers shall be entirely responsible for all taxes, duties license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser

## **31. Fall Clause**

31.1 Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government / DGS & D/ Public Undertaking during the period of the contract.

31.2 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

31.3 If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments to any other State Govt. / DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-

(a) Export by the supplier

(b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.

31.4 Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

“I/We certify that the stores of description identical to the store supplied to the AIIMS Raipur, under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS & D / Public Undertaking/ Automomous Body under government during the period of the rate contract of AIIMS Raipur under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 31.3.”

### **32. Jurisdiction**

32.1 In respect of all disputes or claims related with Rate Contracts out of or under this contract, Raipur Court alone shall have jurisdiction to entertain the same.

32.2 In respect of all disputes or claims related with Supply, Payments and any other out of or under this contract, the concerned Court of Purchaser's place shall have jurisdiction to entertain the same.

CHAIRMAN, PURCHASE COMMITTEE &  
Deputy Director (Administration)  
All India Institute of Medical Science  
Tatiband, Raipur (C.G.) 492099  
**For Director, AIIMS Raipur**



**SECTION IV :  
SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SECTION IV :**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Definitions (GCC Clause 1)	44
2	Performance security (GCC Clause 7)	44
3	Inspection and tests (GCC Clause 8)	44-45
4	Annual / Comprehensive Maintenance Contract & Training	46
5	Packing (GCC Clause 9)	46
6	Delivery and documents (GCC Clause 10)	46-47
7	Insurance (GCC Clause 11)	47
8	Payments (GCC Clause 14)	47-48
9	Prices (GCC Clause 15)	49
10	Liquidated damages & deduction in payment (GCC Clause 20)	49
11	Resolution of disputes (GCC Clause 25)	49-50
12	Notices (GCC Clause 29)	50
13	Supplier Integrity	50
14	Supplier's obligations	50
15	Patent right (GCC Clause 6)	50-51
16	Progress of Supply	51
17	Section V: Bid Form	52

## **Special Conditions of Contract**

The following special conditions of contract shall supplement the general conditions of contract whenever there is a conflict, the provisions herein shall prevail, over those in the general conditions of contract the corresponding clause numbers of the general conditions is indicated in parentheses.

### **1. Definitions (GCC Clause 1)**

GCC 1.1 (g) (a) The Purchaser is AIIMS, Raipur (C.G.) which is also Good's Receiving Authority.

GCC 1.1 (i) (b) The Supplier is the individual or firm supplying the Goods and Services under this Contract.

GCC 1.1 (h) (c) The Purchaser Country is India.

GCC 1.1 (l) (d) The project site is as per supply order.

### **2. Performance security (GCC Clause 7)**

2.1 The supplier shall be required to pay **10% performance security of the order value**. The performance security should be paid upfront in respect of each supply order or before the due date fixed by the Purchaser, valid beyond 60 days of completion of contractual obligations including guarantee / warranty.

2.2 Substitute clause 7.4 of the GCC by the following.

The performance security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier's satisfactory performance obligations including the warranty obligations under the contract.

2.3 Add as clause 7.5 to the GCC the following:-

In the event of any contract amendment, the supplier shall, within 07 days of receipt of such amendment furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for further period of 60 days thereafter.

### **3. Inspection and tests (GCC Clause 8)**

If purchaser wishes:

A. The inspections shall be carried out by the appointed Technical Committee or Inspection Agency at the premises of the suppliers / godown or stores of the supplier / at point of delivery / installation. Inspection and testing charges for the above purpose shall be borne by the supplier.

B. Inspection note will be issued by the inspection committee verifying the specification, performance, details of accessories supplied with the machine, test

## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

---

certificate issued by the respective authority etc. as decided by the purchasing committee.

- C. The machine will be dispatched only after the inspection procedure has been followed and inspection note issued to accept the consignment.
- D. The consignee may also draw the sample, at random, from the consignment within 45 days of their receipts, and get them re-tested to satisfy whether the lots conform to the laid down specification. In the event of the sample failing to conform to specification, the consignee shall reject the batch of supply and inform the supplier for arranging replacement of the rejected batches at his own cost.
- E. When the inspection conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.
- F. In the event of the sample of EQUIPMENTS failing quality test and found to be not as per specification the Purchaser is at liberty to make alternative purchase of the items, of EQUIPMENTS for which the supply orders have been placed, from any other sources or in the open market or from any other suppliers who might have quoted higher rate at Bid and the cost of the supplier and in such cases the Purchaser has every right to recover the excess cost from supplier's performance security.
- G. If any items of equipments supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption and if payment had already been made to him then the contract price or prices of such articles or things will be recovered from the supplier, The supplier will not be entitled to any payment, whatsoever, for items of equipments found to be NOT OF STANDARD QUALITY whether consumed or not and the purchaser is entitled to deduct the cost of such equipments from any amount payable to the supplier. On the basis of nature of failure, the product / supplier will be moved for black listing.
- H. For equipments labelled as NOT OF STANDARD QUALITY, the concerned administration will be informed for initiating necessary action against the supplier and that product shall be banned / black listed and no further supplies will be accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders for supply of such equipments for a period of five subsequent years.

**4. Annual (without spare parts) (AMC) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract (CMC) & Training**

- 4.1 The Bidder shall also quote charges for Annual (without spare parts) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract for the next five years after the expiry of five years warranty period in Annexure-XII.
- 4.2 The bidder shall provide operational training to Technician staff / operator for minimum of **10 days** by the expert or as instructed at the time of agreement.
- 4.3 The bidder should take guarantee of the availability of all spare parts for a minimum period of 10 years from the date of installation.
- 4.4 Genuine equipments and instruments etc. should be supplied. Tenderers should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be imported.

**5. Packing (GCC Clause 9)**

Add as clause 9.3 of the GCC of the following:-

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Project (ii) Contract No. (iii) Country of Origin of Goods (iv) Supplier's Name; and (v) Packing list reference number.

- 5.1 Packing should be able to prevent damage or deterioration during transit.
- 5.2 In the event of items of equipments supplied found to be not as per specifications in respect of their packing, the Purchaser is at liberty to make alternative purchase of the items of equipments for which the supply orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost and imposes penalty as mentioned in GCC clause 21.1.

**6. Delivery and documents (GCC Clause 10)**

Upon delivery of the goods, the supplier shall submit the following documents to the Purchaser.

- (i) Three copies of the supplier invoice showing Goods description, quantity, unit price, and total amount.
- (ii) Acknowledgement of receipt of goods from the consignee(s).
- (iii) Installation certificate signed by respective consignee.
- (iv) Manufacturer's / supplier's warranty certificate.

- (v) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) Certificate of origin.
- (vii) Photocopy of all test report of all equipments etc. should be submitted with every delivery challan.

**7. Insurance (GCC Clause 11)**

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to the value of the goods from final destinations as specified in the supply order of "All Risks" basis including war Risks and strike.

Should any loss or damage occurs, the supplier shall:

- (a) Initiate and pursue claim till settlement, and
- (b) Promptly make arrangement for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

**8. Payments (GCC Clause 14)**

Payment for goods and services shall be made in Indian Rupees as follows:-

- 8.1 No advance payments towards cost of equipments etc. will be made to the supplier.
- 8.2 All payments shall be made by way of crossed cheques drawn in favour of the supplier.
- 8.3 All bills / invoices should be raised in triplicate in the name of Director AIIMS Raipur.

Payment for goods and services shall be made in Indian Rupees as follows:-

- 8.4 No advance payments towards cost of equipments etc. will be made to the supplier.
- 8.5 All payments shall be made by way of crossed cheques drawn in favour of the supplier.
- 8.6 All bills / invoices should be raised in triplicate in the name of Concerning Purchaser.
- 8.7 **90 %** of Payment will be made after completion of supply of goods / service on turn key basis as per supply order, installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department. Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of / unforeseen for the purchaser. Proforma invoice should also be submitted. Remaining **10 %** payment will be made after lapse of 6 month of the satisfactory service provided by the installed system.

**8.8 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

## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

completion of said 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 valid till 2 months after expiry of entire CMC period.

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

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.

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

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

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.

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.

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.

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.

8.9 FALL CLAUSE: If, at any time, during the said period, the supplier reduce the said prices of such Stores/ Equipment or sales such stores to any other person/organization at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the PURCHASER and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**9. Prices (GCC Clause 15)**

Substitute clause 15.1 of the GCC with the following:

Prices payable to the supplier as stated in the contract shall not be subject to adjustment during performance of the contract

**10. Liquidated damages & deduction in payment (GCC Clause 20)**

10.1 For delay :

Substitute GCC clause 20.1 by the following:

Subject to GCC clause 20, if the supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the contract. The Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, as shown below of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 5% of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

The penalty would be 0.5% of value of delayed goods/services per week will be levied as liquidated damages.

**10.2** Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.

10.3 Supply must be in toto i.e. not in fraction.

**11. Resolution of disputes (GCC Clause 25)**

Add as GCC clauses 25.4 and 25.5 the following:

25.4 The dispute resolution mechanism to be applied pursuant to GCC clause 25 shall be as follows:

(a) In case of dispute or difference arising between the Rate Contracting Authority / Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Next Higher Authority shall be the Arbitrator.

25.5 The Venue of Arbitration shall be at concerned place of next higher authority of R.C.A. / Purchaser.

**12. Notices (GCC Clause 29)**



For the purpose of all notices, the following shall be the address of the Rate Contracting Authority & Purchaser and supplier:

Rate Contracting Authority: **Deputy Director (Administration)**  
**All India Institute of Medical Science**  
**Tatibandh, GE Road,**  
**Raipur (CG) 492099**  
**Tel – 0771 25 73 222**  
**E-mail:- dda@aiimsraipur.edu.in**

Supplier : (To be filled at the time of Contract Signature)

-----

### **13. Supplier Integrity**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercise all means available to achieve the performance as specified in the contract.

### **14. Supplier's obligations**

The supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchase from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The supplier is fully responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Rate Contracting Authority / Purchaser.

### **15. Patent right (GCC Clause 6)**

In the event of any claim asserted by a third party of infringement of copyright , patent, trademark or industrial design rights arising from the use of goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses court cost and lawyers fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

### **16. Progress of Supply**

## Tender Enquiry No. ADMIN/Tender/CSSD/1/2013

---

Supplier : (To be filled at the time of Contract Signature)

-----  
-----

Supplier shall regularly at every 7 days interval shall intimate item wise progress of supply in writing, to the Purchaser as under:

- Quantity offered for inspection and date :
- Quantity accepted / rejected by inspecting agency and date:
- Quantity dispatched / delivered to consignee and date :
- Quantity where incidental services have been satisfactorily completed with date :
- Quantity where rectification / replacement effected / completed on receipt of any communication from consignee / Purchaser with date :

(In case of state-wise inspection, details required may also be specified).

**Deputy Director (Administration)**

All India Institute of Medical Science

Tatibandh, GE Road,

Raipur (CG) 492099

Tel – 0771 25 73 222

E-mail:- [dda@aiimsraipur.edu.in](mailto:dda@aiimsraipur.edu.in)

**BID FORM**

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

Tender No. AIIMS/RPR/OT/2013-14

To,

Director  
All India Institute of Medical Science  
Tatibandh, GE Road,  
Raipur (CG) 492099

I/We, the undersigned, declare that:

- i. I/We have examined the bidding documents including Addenda Nos. .... (insert numbers), the receipt which is hereby acknowledged.
- ii. I/We have gone through all terms and conditions of the tender document before submitting the same. I/We hereby agree to all terms and conditions as stipulated in the tender document and offer to supply and deliver ..... (Brief description of equipments) in conformity with the bidding documents in accordance with the schedule of prices attached herewith and made part of this bid.
- iii. I/We undertake, if our bid is accepted, to deliver the goods in accordance with delivery period specified in the supply order.
- iv. I/We agree to abide by this bid for a period of 180 (numbers) days after the date fixed for bid opening and shall remain binding upon us and may be accepted at any time before the expiration of that date.
- v. If our bid is accepted, we commit to deposit a performance security in accordance with GCC clause 7 & SCC clause 2 for the due performance of the contract.
- vi. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of rate contract shall constitute a binding contract between us.
- vii. I/We undertake if at any time, it is found that any information furnished by us to the Rate Contracting Authority, either in our bid or otherwise, is false, the Rate Contracting Authority servers the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting us for a period of 5 years.
- viii. I/We understand that you are not bound to accept the lowest or any bid you may receive.
- ix. I/We hereby submit our tender for the \_\_\_\_\_.
- x. I/We now enclosing herewith the E.M.D. No. \_\_\_\_\_ dated \_\_\_\_\_.
- xi. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
- xii. Tenders are duly signed (No thumb impression should be affixed).
- xiii. I/We undertake to sign the contract / agreement, if required, within 15 (fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Dated this ..... day of ..... 2013.

(Signature) .....

(in the capacity of :.....)

Duly authorized to sign for and on behalf of .....

Witness 1

Witness 2

**TABLE OF ANNEXURES**

<b>Sr. No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Annexure – I (Sales Tax Clearance Certificate)	54-55
2	Annexure-II (Manufacture Authorization Form)	56
3	Annexure – III (Declaration / Undertaking Form)	57
4	Annexure – IV (Proforma for Performance Statement)	58
5	Annexure – V (Annual Turnover Statement)	59
6	Annexure – VI (Specification of require Equipments)	60
7	Annexure – VII (Performance Security Form)	61
8	Annexure – VIII (Contract Agreement)	62-64
9	Annexure – IX (Details of Manufacturing Unit)	65
10	Annexure – X (The Price Schedule)	66
11	Annexure – X-A (Composite price schedule for determining L-1)	67
12	Annexure – XI (Price Schedule for AMC / CMC)	68
13	Annexure – XII (Details of Service Centre in Raipur)	69
14	Check List	70-71
15	Requirement of Equipments (Department-wise)	72

**FORM OF CERTIFICATE OF SALES TAX / VAT VERIFICATION TO BE  
PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER  
PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF  
CHHATTISGARH**

**(To be filled up by the applicant)**

01. Name of style in which the applicant is addressed or assessable to sales tax / VAT addresses or assessment.
02. a. Name and address of all companies , firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity  
b. Places of business of the applicant (all places of business should be mentioned)
03. The Districts, blocks and division in which the applicant is assessed to sales tax / VAT (all places of business should be furnished)
04. a. Total contract amount or value of patronage received in the preceding three years  
2010-11  
2011-12  
2012-13

- b. Particular of Sales – Tax / VAT for the preceding three years

<b>Year</b>	<b>Total T.O. (Turnover) be assessed (Rs)</b>	<b>Total Tax assessed (Rs)</b>	<b>Total Tax Paid (Rs)</b>	<b>Balance due (Rs)</b>	<b>Reasons for Balance (Rs)</b>
2010-11					
2011-12					
2012-13					

- c. If there has been no assessment in any year, whether any returns were submitted? if yes, the division in which the returns were sent?
- d. Whether any penal action or proceeding for the recovery of Sales tax / VAT is pending?
- e. The name and address of Branches, if any :

I declare that that the above information is correct and complete to the best of my knowledge and belief.

Signature of Applicant:  
Address:  
Date:

**(To be filled up by the Assessing Authority)**

In my opinion, the applicant mentioned above has been / has not been / doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceeding.

Date Seal : Deputy / Asstt. Commercial Tax – Officer  
Deputy Asstt.

Note: A separate certificate should be obtained in respect of each of the place of business of the applicant from the deputy commercial tax officer or Assistant commercial tax officer having jurisdiction over that place.

**MANUFACTURER’S AUTHORIZATION LETTER**

No..... Dated.....

To,

Dear Sir,

Tender No.:.....

We \_\_\_\_\_ an established and reputable Manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby agree to supply \_\_\_\_\_ confirming to the required specification and required quantity to M/s \_\_\_\_\_ (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s \_\_\_\_\_ is our authorized distributor / importer since \_\_\_\_\_ (month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

(name)

for and on behalf of M/s \_\_\_\_\_ (Name of manufacturers)

**Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.**

**DECLARATION / UNDERTAKING**

I/We/ M/s. \_\_\_\_\_ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at \_\_\_\_\_ and its Factory Premises at \_\_\_\_\_ do declare that I/We have carefully read all the conditions of tender in Ref. No. \_\_\_\_\_ for supply of equipment, floated by the Purchase Committee, and accept all conditions of Tender.

I/We agree that the Purchaser has rights of forfeiting the Bid Security and or Performance Security Deposit and blacklisting me/us for a period of 7 years if any information furnished by us proved to be false at the time of inspection and not complying to the tender conditions.

Signature of the Bidder

Name & Address in capital letters with Designation

**To be duly Notarized.**



**PROFORMA FOR ITEMWISE LIST OF INSTALLATIONS IN LAST  
THREE YEARS OF THE MANUFACTURER'S**

Name of the Manufacturer \_\_\_\_\_

Sl. No.	Name of installed machines and model	Name of the Purchaser & address with phone number	Date of installation	Quantity
	1	2	3	4
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

**Signature and seal of the Bidder**

**ANNUAL TURNOVER STATEMENT**

The annual Turnover of M/s ..... For the past three years are given below and certified that the statement is true and correct.

Turnover in Crore (₹)

<b>Sr No.</b>	<b>Year</b>	<b>Turnover in Crores (Rs)</b>
1.	2010-11	
2.	2011-12	
3.	2012-13	

Date :

Seal:

Signature of Auditor/  
Chartered Accountant

(Name in Capital)

**SPECIFICATIONS OF EQUIPMENTS**

Tender No.

<b>Sr No</b>	<b>Item Code</b>	<b>Name of Item / Equipment</b>	<b>Specification Required by Purchaser</b>	<b>Make &amp; Model</b>	<b>Specification as quoted by bidder</b>	<b>Compliance / Deviations</b>

**PERFORMANCE SECURITY FORM**

To: ..... (Name of Purchase)

Whereas ..... (Name of Supplier)

hereinafter called “the supplier” has undertaken , in pursuance of Contract No. ....  
dated..... 2013 to supply ..... [description of goods and related services]  
hereinafter 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 recognized bank for the sum specified therein as security for compliance with the Suppliers performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 limit of \_\_\_\_\_ (amount of Guarantee) as aforesaid, without needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 2013 .

Signature and Seal of Guarantors

-----  
-----

Date .....2013

Full Address of the Bank:

-----  
-----

Telephone No. -----

Fax No. -----

Email Address -----

**CONTRACT AGREEMENT FORM**  
**(Tender No.\_\_\_\_\_)**

THIS CONTRACT AGREEMENT made the .....day of ..... 2013 between Deputy Director (Administration), AIIMS, Raipur (C.G.) of India (hereinafter called “the Rate Contracting Authority” ) of one part and M/s ..... (name of supplier) of ..... (city and country of supplier) (hereinafter called “the supplier”) of the other part :

**WHEREAS** the Rate Contracting Authority invited bids for certain goods and ancillary services viz. EQUIPMENTS (Brief description of goods” and services) and has accepted a bid by the supplier for the supply of those goods and services.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to :
2. The following documents shall constitute the contract between the Rate Contracting Authority and the supplier, and each shall be read and construed as an integral part of the contract :
  - a. This contract agreement :
  - b. Instructions of contract :
  - c. General conditions of contract :
  - d. Special conditions of contract :
  - e. Technical Specifications :
  - f. The supplier’s bid and original price schedules
  - g. The Rate Contracting Authority’s notification of rate contract.
3. This contract shall prevail all other contract documents. In the event of any discrepancy or inconsistency with the contract documents, then documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the

## **Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

5. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:-

<b>Sr No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Unit</b>	<b>F.O.R. Rate per unit (₹)*</b>

\* The above rates are inclusive of excise duty, transportation, insurance, inspection & testing charges and any incidental charges, but exclusive of CST/VAT.

6. The prices shall be valid for one year from the date of agreement, unless revoked and thereafter for a further period as agreed upon mutually.
7. The supplier shall agree to deposit inspection and testing charges and service tax as per tender conditions, in advance by cash / demand draft, against the value of supply order.
8. The supplier shall agree to deposit 10% performance security, along with as mentioned at point no. 7 (above), in advance by FDR / Bank Guarantee, against the value of particular supply order for a period of 18 months.
9. The suppliers are not authorized to supply material directly to any state Govt. / Semi Govt. / any other organization on the rate lower than the rate contract.
10. The supplier shall supply the goods directly to the indenter / purchaser at the address given in the supply order.
11. The supplier shall raise bills directly in the name of indenting officer / purchaser against the supplies made directly by them to the indenter's satisfaction in compliance with the conditions contained in the supply order.
12. The supplier shall carefully read all the conditions of tender for supply of equipment, floated by the Purchase Committee, and accept all terms and conditions in the tender document. Signing this contract means that the supplier has read all the terms and conditions and abide by it.

**Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

---

**IN WITNESS** whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

That, in token of this agreement, both parties have today affixed their signature at Raipur.

Signed, Sealed and delivered by the

Said ..... (For the RATE CONTRACTING AUTHORITY)

In the presence of: .....

Signed, Sealed and Delivered by the

Said ..... (For the supplier)

In the presence of: .....

**DETAILS OF MANUFACTURING UNIT / AUTHORIZED DISTRIBUTORS**

Name of the Tenderer & Full Address :  
(Whether manufacturer / authorized distributor)

PAN number :

Phone Nos. :

Fax No. :

E-mail Address :

Date of Inception :

Equipments Manufacturing / Distribution License No & Date :

Issued by :

Valid upto :

CST / VAT Registration No. :

If bidder is authorized distributor then :  
name, address, telephone, fax of  
authorized manufacturer.

Name & Designation of Authorized Signatory

Signature of the Authorized Signatory

**The details of manufacturing unit / authorized distributor shall be for the premises where items quoted are actually manufactured / stocked.**



**ANNEXURE-X**

**Financial Bid**

S. No.	Item Description	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		Qty of units	Any Other Charges in INR if applicable (Specify)		Total in INR (Unit price x Quantity + Other Charges)	
		Figures	Words	Figures	Words	Figures	Words	Figures	Words		Figures	Words	Figures	Words
	Equipment supply, installation, commissioning & demonstration of performance including 5 year warranty.													
	Equipment													
	Accessories													
	Service / Turnkey													
	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

**PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE**  
**CONTRACT (INCLUDE FREE LABOUR, REPAIR, OTHER**  
**SERVICES & SPARE PARTS)**  
**(C.M.C.) AFTER EXPIRY OF FIVE YEARS WARRANTY**  
  
**(RATES SHOULD BE QUOTED IN RUPEE VALUE OF THE**  
**EQUIPMENT)**

Sr No	SME Code No.	Name of the Equipment	For 6 <sup>th</sup> year with spare parts & labour	For 7 <sup>th</sup> year with spare parts & labour	For 8 <sup>th</sup> year with spare parts & labour	For 9 <sup>th</sup> year with spare parts & labour	For 10 <sup>th</sup> year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature  
Name in Capital Letters  
Designation

**Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted only in the prescribed.**

**DETAIL OF SERVICE CENTER IN CHHATTISGARH**

S. No.	City	Name & Place of Service Center	Address, Telephone, Fax & email	No. of Service Engineer with Name / Mobile No.	Remark
1	Raipur				
2					
3					
4					
5					
6					

**Name & designation of the authorized Signatory**

**Signature of the authorized signatory**

## Tender Enquiry No. ADMIN/Tender/CSSD/1/2013

### CHECK LIST FOR TERMS AND CONDITIONS FOR EQUIPMENTS

Check list for Terms and Conditions (To be filled by the bidder and submitted along with the bid) Page No. must be mentioned against each serial.

**All non notarized documents except EMD must be self attested together with official seal.**

Documents	Check Yes / No	If, Yes Page No.
1. Annexure – I (Sales Tax Clearance Certificate)		
2. Annexure-II (Manufacture Authorization Form)		
3. Annexure – III (Declaration / Undertaking Form)		
4. Annexure – IV (Proforma for Performance Statement)		
5. Annexure – V (Annual Turnover Statement)		
6. Annexure – VI (Specification of require Equipments) with two additional self certified copies duly signed and stamped on each page		
9. Annexure – IX (Details of Manufacturing Unit)		
10. Annexure – X (The Price Schedule)		
11. Annexure – XI (Price Schedule for AMC/CMC)		
12. Annexure – XII (Details of Service Centre in Raipur		
13. Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.		
14. Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.		
15. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.		
16. Market Standing Certificate issued by the Licensing Authority as a Manufacturer / distributor for each equipment quoted for the last 3 years. In case of direct importer, evidence for importing the said items for the last three years.		
17. The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc” mark / IEC standard or equivalent certificate of quoted product, if available.		
18. The bidders have to submit name of the items, its code no. for which they are quoting in the price bid. Such names and items code of the items should be submitted along with the technical bid, failing which the tenderer’s price bid will not be opened. The Bidder has to submit Name of Item and its code number.		
19. Concern / Company has (a) not been debarred / blacklisted in the past either by Rate Contracting Authority or by any State Government or Central Government Organization. (b). firm has no vigilance enquiry / CBI enquiry pending against him / supplier. (c) The firm has not supplied the same item at the lower rate than quoted in the tender to any Govt. / Semi Govt.		

**Tender Enquiry No. ADMIN/Tender/CSSD/1/2013**

or any other organization. Affidavit to this effect shall be submitted by the concern / company and should be duly notarized on 100/- Non judicial stamp paper.		
20. Original Bid Form duly signed by authorized signatory as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.		
21. Bidders should have the registration under Commercial Tax Authority Registration should be attached.		
22. An affidavit of the manufacturer on a Non judicial stamp paper on ₹ 100/- binding itself for supply of genuine spare parts to the purchaser for a period of minimum 5 years beyond warranty period.		
23. An affidavit of the manufacturer on a Non judicial stamp paper on ₹ 100/- that the quoted equipment is the latest model of the company matching to the specification of this tender and that it is not refurbished equipment.		
24. Certificate for being in business or more than 3 years		
25. Certificate for sole ownership / partnership.		
26. Statement of good financial standing from bankers.		
27. The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.		
28. In case of imported equipment IEC certificate of importer / bidder shall be submitted.		
29. A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.		
30. Recurring expenditure on equipments.		
31. Any other document required as per tender document.		

**TECHNICAL SPECIFICATIONS FOR THE CSSD**

**List and quantity of required instruments:**

**A. Main Equipments**

<b>S.No.</b>	<b>Equipments Name</b>	<b>Quantity</b>
1.	<b>Horizontal Autoclave (Double door, Automated)</b>	2
2.	<b>Hot Air Oven</b>	1
3.	<b>Instrument washer disinfecter with Dryer</b>	2
4.	<b>Ultrasonic Cleaner</b>	5
5.	<b>Flash Autoclave</b>	3

**B. Accessory equipment/furnitures/others**

All item's except item at S.No. 3 will be of SS, 304/316/ 316 L grade.

These equipments should be with standard quality certification and the proof of same should also be attached along with the tender document.

<b>S.No.</b>	<b>Instrument</b>
1.	Sorting table/ Table Utility with SS top( 1525 X 610 X 890 mm)
2.	Linen fold table(1525 X 610 X 890 mm)
3.	Inspection Lamp with magnifier
4.	Waste bin Pedal Operated-SS
5.	Pass box
6.	SS Rack with five shelves(1830 X 535 X 1830 mm)
7.	Gauze cutting machine
8.	Heat sealing machine
9.	Lab stool without back rest-SS
10.	Instrument tray big (279X559mm)W X L
11.	Instrument tray small(279X279mm)WXL
12.	Spray Rinser
13.	Loading trolleys
14.	Unloading trolleys

## Tender Enquiry No. ADMIN/Tender/CSSD/1/2013

15.	Basin, Large, 315 mm (dia)X 80 mm (depth)
16.	Basin, Large, 370 mm(dia) X 120 mm (depth)
17.	Basin, Medium, 255mm (dia) X 85 mm (depth)
18.	Instrument Tray, large 265 mm W X 90 mm D X 535 mm L
19.	Instrument Tray, large 265 mm W X 90 mm D X 535 mm L
21.	SS revolving stool (No chromium plating)
22.	SS chair
23.	Basin set, major (355mm)
24.	Basin set, Minor (305mm basin)
25.	Linen pack,305x508x305mm
26.	drape, 2/ packs(203x305x102)mm
27.	Linen pack, gown, single gown(229x330x51mm)
28.	Linen pack, major(305x508x305mm)
29.	Linen pack,, minor(229x330x51)mm
30.	Linen pack, towels, four towel pack(203x203x152)
31.	Wrapped set, 265mm W x 405 mm L
32.	Wrapped set, 265mm W x 535mm L

### **C. Turn Key/Services**

**The supplier shall undertake all the work required for successful installation and commissioning of the CSSD along with the supplied equipment. The vendors may visit the proposed site for the work involved. The prerequisites for the functioning like RO plant, proper Exhaust system, installation and any other requirement for the optimal use of the instrument shall be the responsibility of the successful bidder. These systems should be of premium quality which shall also be covered under the warranty as a part of the complete supply, installation and commissioning. The water quality details are mentioned in the detailed specifications.**

**D.** It shall be the responsibility of the supplier to give a comprehensive training to the staff as certified by the user department. Further training as and when requested by the user department should be given.

### **E. Warranty & Maintainence:**

The warranty of all the equipment and accessories shall be of 5 years. At the end of the warranty period the supplier has to enter into a comprehensive maintainence contract for another five years (complete life of equipment taken to be as 10 years). The CMC amount also shall be taken into account for deciding the L1. The supplier shall ensure the supply of spares for the period of 10 years from installation.

**Technical specification of the Equipment**

**A1. Horizontal Autoclave (Double door, Automated)**

1. Chamber dimension  
- 660 X 950 X 1524mm (WxHxD) approximately (**Volume 900 to 1000 Litre**).
2. Fully automatic Double door, double jacketed chamber made 316L/ 316Ti St.Steel  
Front loading.
3. Having nickel clad steel two manual/sliding doors with Grade 316 stainless steel, with St. steel hinges and warranted long life with non-lubricated steam activated door seal (gasket).
4. Having pre-programmed operational parameters which can be set for specific applications by the user and having emergency manual exhaust valve.
5. Having electronic water saving control – condensing the exhaust chamber steam with excellent drain system designed to prevent pollutants to enter water supply & sterilizer
6. All interrupts and failures must be indicated through audiovisual alarms and recoding of event.
7. Provide for operator and system safety.
8. Sterilization Temperature ranges 121°C, 132°C to 134°C, pressure 15 psi to 60 psi.  
Should have Thermostat.
9. Microprocessor controlled steam under pressure. Inbuilt vacuum pump and steam generator providing quality steam i.e. condensate free, 97 to 100% saturated vapour complete with piping; valves and pressure relief. Automatic Water filling and its level indicator. Automatic steam release after sterilization. Safety valve testing.
10. 7” Multi-color touch screen panel. LED/LCD control/ display with battery backup and digital thermal printer as standard for record keeping with storage capacity of minimum 200 cycles in built-in memory. Cycle time adjustable and not be more than 60 minutes.
11. The touch screen panel should include various pressure and temperature display gauges for depiction of actual pressure/ temperature in chamber, jacket and on gasket.
12. Autoclave should be able to perform Bowie and Dick test and vacuum leak test.



13. Equipped with 121 degree pre-vacuum; 134degree Flash/Express cycles , 134 degree Pre-vacuum and additionally 121degree Gravity cycle for wrapped goods.
14. Auto-venting system expels air and unsaturated steam from chamber to get effective steam pressure, Furthermore, an air filter of 99.9% performing efficiency to prevent contaminated air from entering into the chamber. Automatic cycling and drying and indicating completion both, visually and audibly.
15. A cycle cannot start if the door is open or not properly locked.
16. The door cannot unlock until chamber pressure reaches room pressure.
17. Sliding Door Safety - The sliding door progress should automatically stop if an obstruction is detected.
18. Double Door Safety – interlocks prevent both doors from being opened simultaneously.
19. Advanced operation features should include a multipurpose valve that can function as a backup in case of power failure, or an automatic shutdown or restart feature that economizes on energy.
20. Clean steam options include: clean steam generator, stainless steel piping, components and fittings, and high grade stainless steel chamber.
21. Accessories must include Loading Carts and Transfer Carriages. The adjustable loading cart rolls from the transfer carriage onto the interior chamber tracks for easy handling of heavy loads. The trolley should be equipped with revolving wheels, wheel brakes and carriage lock.
22. Sterility assurance consumable products and compatible validation process should also be provided with supplies of following for two years 2000 cycles (average 4 cycles per day for 250 working days in a year): Bowie Dick Test Packs=100no.s; Biological Indicators=500 no's, Chemical Indicators TST Emulating- 20,000 no's, Biological Indicator activator and Incubator Machine with each unit.
23. Should meet AAMI/US-FDA/EN-285 AND ASME Pressure Vessel/UL/ European CSA/CE standard
24. Multiple access levels and user passwords to control access/operation of the autoclave.
25. Electrical Service – 440 V,50 Hz, 3phase.
26. The manufacturing firm should have spares availability in India and must have own trained service engineers based in India.
27. Two year warranty and one year AMC free.
28. Diagnostic In/Out test (enables technician to check each system component separately).
29. Documentation Package. A full documentation package include: Installation Qualification (IQ), Operation Qualification (OQ), Performance Qualification (PQ).

**A2. Hot Air Oven**

1. Shelves: Should have minimum four adjustable perforated shelves fabricated from 316 grade SS sheets minimum 1.2 mm thick.
2. Chamber Dimensions - 24”L x 24”W x 36 ”H.
3. Outside made up of mild steel with powder coat finish.
4. Inside made up of Stainless Steel AISI 316 grade.
5. Cabinet should be provided with a double walled door with quick locking facility with heat resistant silicon gasket and fiberglass insulation provided on 5 sides as well as between inner and outer walls, to reduce heat loss and power drain.
6. Temperature control: 50°c to 250°C by electronic digital temperature indicator cum controller.
7. Control panel: Top mounted Control panel housed with necessary controls viz. temperature controller, timer, on off switches and indicating lamp.
8. Unit should be equipped with suitable safety thermostats & Heat Switch Control with corresponding indicators.
9. Electric connections: 220 V, 50 Hz.
10. Heaters: Should be equipped with two heaters of 750 watts each, made up of high quality chrome wire and ceramic beads and duly placed in specially fabricated deep drawn ribs in the inner steel chamber.
11. A horizontally placed air circulation blower of adequate capacity should be provided for uniform circulation of air.
12. The unit should be provided with lockable wheel casters.
13. Should have at-least 3 working programmes.
14. Delayed heating, start and stop functions.
15. Should have digital LED display to show operational parameters.
16. Should have door window to see through the equipment during process and it should be equipped with interior lighting arrangement.
17. Inner chamber should be mirror polished for better utilization of heat.
18. Should have acoustic and visual alarm in case of error.
19. Should be provided with protection against voltage fluctuations and ventilation port with adjustable opening on the control panel to monitor natural change of air inside through convection.
20. Air slider provision to eject the humidity formed inside the chamber.
21. Should have interface for printer and PC communication.

22. Should have ISI or ISO certification.
23. The unit should have warranty for a period of two years from the date of installation at site with free AMC for one year. The warranty shall include all spare parts and consumables required during this period for its operation. Provide two sets of operating manual and service manual.

### **A3. Instrument Washer Disinfector with Dryer**

1. Chamber volume 250 to 300 Litre made of stainless steel AISI 304L or better, corrosion proof with double wall construction and thorough insulation, must be self-clean chamber with rounded edges, vapour proof fluorescent lamp to illuminate washing chamber.
2. It should be able to handle heavily soiled instruments without pre-treatment / pre cleaning.
3. It should clean, wash , disinfect and dry & also lubricate instruments in one cycle.
4. It should be a front loading system with touch buttons display, power 400-440 V (3 Phase)
5. Should have microprocessor controlled operation for different pre-programs for chemical and thermal disinfection of different types of instruments and option to set own programs/cycl.
6. System should have sensors for temperature control.
7. It should also have alkaline, oxidative cleaning process to avoid damage to special steel and aluminium instruments/ prosthesis through One additional automatic dosage pump supplying oxidative/neutral / alkaline detergents
8. Each System should be supplied with loading & un-loading cart /s and minimum two no. 5 Level manifold racks to hold 20 St. steel mesh trays for loading general surgical instruments and suitable two instruments racks for loading anaesthesia instruments & tubes and MIS instruments.
9. Doors position at a convenient height for loading and unloading using its compatible two trolley system for loading/unloading of baskets, equipped with wheels and safety mechanism.
10. Provide two number manifold racks each of general purpose; 2 level and 3 level racks for holding large instrument trays and mesh trays.
11. Provide one each of bed-pan rack; Rigid MIS instrument; glassware and anaesthesia tubing rack.
12. Washing temperature fully adjustable up to 100°C. Temperature check by means of 2 independent probes.

13. Chemical dosing pump with level control to adjust detergent consumption. Heavy duty self-cleaning water circulation dual speed pump minimum 300 to 400L/min and maximum to 600 to 900L/min to ensures rapid flow rate and effective spray pressure.
14. Fresh water intake between each phase of the cycle for better cleaning. Water load in tank checked by a volumetric system to allow the economisation of cycle consumption. Automatic connections to cold, warm and DI water. A triple water filtration system to captures residues to prevent their re-circulation.
15. Auto-diagnostic checking that constantly monitors and displays current cycle status and alarms, allows to optimize the washing process and to personalize programs on board of the machines. Start cycle through an automatic reading of magnetic code.
16. Two vertical installed washing pumps for complete drain of the washing circuit with Inbuilt pressure check device.
17. Colour Touch Screen display with 100 disinfection programs storage with Integrated printer.
18. HEPA H14 air filter for drying, with adjustable time and temperature settings, to ensure complete drying inside and outside of all items in the washing chamber.
19. Two year warranty and one year AMC free.
20. Should meet US-FDA/EN-15883-1/2 or HTM 2030 or ANSI/AAMI ST792010/ /UL/ IEC standard.
21. Documentation Package. An full documentation package include: Installation Qualification (IQ), Operation Qualification (OQ), Performance Qualification (PQ).
22. Electrical power supply-220VAC, 50 Hz.
23. Should be having safety built in with emergency stop ; door interlock to prevent cross contamination and allowing manual opening of doors in case of power failure.

#### **A4. Ultrasonic Cleaner**

1. The unit should be compact free standing bench model, with a built in tank manufactured from high quality 316 stainless steel and a solid state generator that sends ultrasonic transducers operating min 100KHz impulses through wash water containing detergent and electrical heating; microprocessor controlled display with memory time and temperature functions.
2. The tank should be made of solid 316 stainless steel and shock proof body.
3. Ultra sonic waves generators min 1000w of sonic power.
4. It should have digital read out timer and temperature setting.

5. It should have digital control and display panel to indicate on/off time set/ remaining and temperature set/ actual. Should indicate operation in progress and mains connection.
6. Should have built in memory to repeat previous settings.
7. Should have rubber base steel to reduce noise level and vibration.
8. The capacity should not be less than 54Litres.
9. Should have degassing facility.
10. All accessories and consumables required for installation and commissioning including baskets, detergent solution etc.
11. Power input should be 230V, 50Hz or 440V, 50Hz.
12. Should have FDA/CE approved product.
13. Should have compliance to ISO 13485 certification and the copy of the same should be enclosed along with technical bid.
14. Two numbers of complete User/ Technical/ Maintenance manuals to be supplied in English(Soft copy and hard copy).
15. Comprehensive training for staff till familiarity with the system.

#### **A5. Flash sterilizer (20L to 25L)**

- Sterilization and drying
- Microprocessed
- 12 alarm levels
- 09 sterilization cycles + 01 extra drying cycle
- Double lock door
- Digital control panel with numeric LCD display
- Temperature and security thermostat Round 316L stainless steel
- Security valve for over temperature and security thermostat
- Cylindrical stainless steel AISI 316 chamber with removable shelves

#### **EQUIPPED WITH:**

**PRESSURE TRANSDUCER** – monitoring internal chamber pressure

**SENSOR PT 100** – monitoring internal chamber temperature

**DISPLAY** – alphanumeric digital showing pressure, temperature, cycles alarms

**GENERAL KEY** – switch ON/OFF equipment in case of use or emergency

#### **HYDRAULIC SYSTEM:**

**FILTERS** – filtering element of stainless steel

**SOLENOID VALVES** – made of forged brass, diaphragm type

**SECURITY VALVES** – brass made controls pressure excess

It comprises the following components:

- 01- Horizontal compact bench-top autoclave
- 01 – Wire mesh basket to hold materials
- 01 – Water reservoir lid (equipment with tank)
- 01 – Resistance protection lid

**REVERSE OSMOSIS (RO) PLANT:**

The RO plant should be a good quality plant with quality certification. It should have capability to produce water @ 2000/hour. The further details of the water at output should be as under:

**Water Quality Recommendations (RO)  
Recommended Feed Water Quality for Sterilizers**

Condition	Nominal Conditions	Maximum Conditions
Temperature	4°-16°C (40°-60°F)	21°C (70°F)
Total Hardness as CaCO <sub>3</sub> *	50-120 mg/L	171 mg/L
Total Dissolved Solids	100-200 mg/L	500 mg/L
Total Alkalinity as CaCO <sub>3</sub>	70-120 mg/L	180 mg/L
pH	6.8-7.5	6.5-8.5
Total Silica	0.1 - 1.0 mg/L	2.5 mg/L