

**EXAMINATION SECTION
ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
ANSARI NAGAR, NEW DELHI-110608**

S.NO. OF TENDER : _____

FILE NO. : _____

Name of the party in whose : _____

**Favour the Tender form has
been issued:** _____

(SEAL OF THE OFFICER)

OPEN TENDER

**TENDER ENQUIRY DOCUMENT
FOR PURCHASE OF
DESKTOP COMPUTER, UPS AND
LED TV**

INDEX

Section	Topic	Page No.
Section I	– Notice Inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderer (GIT) -----	06
Section III	– Special Instructions to Tenderer (SIT) -----	22
Section IV	– General Conditions of Contract (GCC) -----	24
Section V	– Special Conditions of Contract (SCC) -----	38
Section VI	– Schedule of Requirements -----	39
Section VII	– Important Terms and conditions -----	41
Section VIII	– Quality Control Requirements -----	42
Section IX	– Qualification Criteria -----	43
Section X	– Tender Form -----	45
Section XI	– Technical Specifications -----	46
Section XII	– Questionnaire -----	52
Section XIII	– Manufacturer’s Authorisation Form -----	53
Section XIV	– Bank Guarantee Form for Performance Security /CMC Security -----	54
Section XV	– Check List for the Bidders-----	55
Section XVI	– Price Schedule-----	58

Section I– Notice Inviting Tender (NIT)

Tender cost: Rs.1000/-

EXAMINATION SECTION ALL INDIA INSTITUTE OF MEDICAL SCIENCES ANSARI NAGAR, NEW DELHI – 110 608

No.10-33/Mach.&Equip./E.S./2014-15
17.02.2015

Dated:

Tender is invited on behalf of Director, AIIMS, New Delhi for procurement of Desktop Computer, True Online sine wave 10 KVA UPS systems and Smart LED HD TVs for establishing Computer Labs to conduct various Entrance Examination through online mode as per following requirements:

S.No.	Description of items	Quantity
1.	Desktop computer (i5, 4GB RAM, 500 GB or more HDD, 18.5" or Higher LCD Monitor, windows 8.1 OS)	240 nos.
2.	True Online sine wave UPS – 10KVA (3 phase Input & 1 phase output) and 12V/65AH sealed maintenance free (SMF) batteries with one hour back up time (1 Set = 26 nos. for each UPS)	8 nos.
3.	Smart LED HD TV (82" to 85") with web browser	2 nos.
	Smart LED HD TV (42" to 48") with web browser	5 nos.

The important information's related to tender are as follows:

Date of Publication	6th March, 2015 (Friday)
Sale of tender form start	6th March, 2015 (Friday)
Sale of tender form to be closed	26th March, 2015 upto 5.00 p.m. (Thursday)
Last date for submission of tender	27th March, 2015 upto 12.00 Noon (Friday)
Opening of tender Techno-Commercial bid	27th March, 2015 at 3.00 p.m. (Friday)
Place of bid Submission	Asstt. Controller of Exams. Examination Section, AIIMS, Ansari Nagar, New Delhi-110 608
Tender cost	Rs.1000/- D.D. in favour of Director, AIIMS, New Delhi
EMD With Tender document	Rs.5,00,000/- D.D. in favour of Director, AIIMS, New Delhi

The tender document is available on www.aiimsexams.org & www.aiims.edu website.

ASSTT. CONTROLLER OF EXAMS.

SECTION - II
GENERAL INSTRUCTIONS FOR TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	6
2	Introduction	7
3	Availability of Funds	8
4	Language of Tender	8
5	Eligible Bidders	8
6	Eligible Goods and Services	8
7	Tendering Expense	8
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	8
9	Amendments to Tender Enquiry Documents	9
10	Clarification of Tender Enquiry Documents	9
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	9
12	Tender Currencies	10
13	Tender Prices	10
14	Firm Price / Variable Price	12
15	Alternative Tenders	12
16	Documents Establishing Bidder's Eligibility and Qualifications	12
17	Documents Establishing Good's Conformity to Tender Enquiry Document	12
18	Earnest Money Deposit (EMD)	13
19	Tender Validity	13
20	Signing and Sealing of Tender	14
D	SUBMISSION OF TENDERS	
21	Submission of Tenders	14
22	Late bid	14
23	Alteration and Withdrawal of Tender	15
E	TENDER OPENING	
24	Opening of Tenders	15

F	SCRUTINY AND EVALUATION OF TENDERS	
25	Basic Principle	15
26	Preliminary Scrutiny of Tenders	15
27	Minor Infirmary/Irregularity/Non-Conformity	16
28	Discrepancy in Prices	17
29	Discrepancy between original and copies of Tender	17
30	Qualification Criteria	17
31	Conversion of Tender Currencies (foreign) to Indian Rupees	17
32	Schedule-wise Evaluation	17
33	Comparison of Tenders	17
34	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	18
35	Bidder's capability to perform the contract	18
36	Contacting the Purchaser	18
G	AWARD OF CONTRACT	
37	Director/Purchaser's has right to accept any tender and to reject any or all tenders at any time	18
38	Award Criteria	18
39	Variation of Quantities at the Time of Award	18
40	Notification of Award	19
41	Issue of Contract form	19
42	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	19
43	Return of EMD	19
44	Publication of Tender Result	19
45	Corrupt or Fraudulent Practices	19

SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- I. "T E Document" means Tender Enquiry Document
- II. "GIT" means General Instructions for Tenderer
- III. "SIT" means Special Instructions for Tenderer
- IV. "GCC" means General Conditions of Contract
- V. "SCC" means Special Conditions of Contract
- VI. "DGS&D" means Directorate General of Supplies and Disposals
- VII. "PSU" means Public Sector Undertaking
- VIII. "CPSU" means Central Public Sector Undertaking
- IX. "LC" means Letter of Credit
- X. "DP" means Delivery Period
- XI. "BG" means Bank Guarantee
- XII. "VAT" means Value Added Tax
- XIII. "CENVAT" means Central Value Added Tax
- XIV. "CST" means Central Sales Tax
- XV. "RR" means Railway Receipt
- XVI. "BL" means Bill of Lading
- XVII. "FOB" means Free on Board
- XVIII. "FCA" means Free Carrier
- XIX. "FOR" means Free On Rail
- XX. "CIF" means Cost, Insurance and Freight
- XXI. "DDP" means Delivery Duty Paid named place of destination (consignee site)
- XXII. "AIIMS" means All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110608.
- XXIII. "CMC" means Comprehensive Maintenance Contract (Including all spares, labour and preventive maintenance).
- XXIV. "RT" means Re-Tender.

2. Introduction

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

3. Availability of Funds

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

4. Language of Tender

- 4.1 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English version and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English version, in which case, for purpose of interpretation of the tender etc, the English version shall prevail.

5. Eligible Bidders

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

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied/provided under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and provided.

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the TE documents include:

- | | | |
|----------------|---|---|
| ➤ Section II | – | General Instructions for Tenderer (GIT) |
| ➤ Section III | – | Special Instructions for Tenderer (SIT) |
| ➤ Section IV | – | General Conditions of Contract (GCC) |
| ➤ Section V | – | Special Conditions of Contract (SCC) |
| ➤ Section VI | – | Schedule of Requirements |
| ➤ Section VII | – | Important Terms and Conditions |
| ➤ Section VIII | – | Quality Control Requirements |

- Section IX – Qualification Criteria
 - Section X – Tender Form
 - Section XI – Technical Specifications
 - Section XII – Questionnaire
 - Section XIII – Manufacturer's Authorisation Form
 - Section XIV – Bank Guarantee Form for Performance Security/CMC Security
 - Section XV – Check List for the Bidders
 - Section XVI – Price Schedules for equipments
- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders should examine carefully all such details etc to proceed further.
- 9. Amendments to TE documents**
- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by him, modify the TE documents by issuing suitable amendment(s) to TE documents. The amendments will be published on Exam Section AIIMS website **www.aiimsexams.org** and linked with **www.tenders.gov.in**.
- 9.2 Such an amendment will be notified in writing by speed post or by fax/e-mail, followed by copy of the same by registered post to all prospective bidders, which have received/purchased the TE documents from office of the ACE, Exam Section, AIIMS.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- 10. Clarification of TE documents**
- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

- 11. Documents Comprising the Tender**
- 11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid (Financial bid)” prepared by the bidder shall comprise the following:
- A) Techno – Commercial Bid (Un-priced Tender - Section VI to Section XV)**
- i) Earnest money furnished in accordance with GIT clause 19.1.
 - ii) Tender Form as per Section X (without indicating any prices).

- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish valid Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the TE documents.
- vii) Performance Statement with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XVI filled up with all the details including Make, Model Quantity etc. of the goods offered with prices blank **(without indicating any prices). The bid of the firm who declare the prices of equipment in the technical bid shall be summarily rejected.**
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XV.

B) Price Bid (Financial Bid- Section XVI):

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

N.B.

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

12. Tender currencies

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupee.
- 12.2 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Tender Prices

13.1 The Bidder shall indicate on the Price Schedule provided under Section XVI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder.

13.2 If there is more than one item in the Schedule of Requirements, the bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

13.3 Supply of equipment means-Installation and Commissioning at site as well as 3 years onsite warranty. No separate charges will be paid separately on this account.

13.4 Additional information and instruction on Duties and Taxes:

13.4.1 If the Bidder desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.4.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.4.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.4.3 Sales Tax/VAT:

If a bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the

transaction of sale is legally liable to Sales Tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser. The bidder should provide copy of VAT registration certificate. ***THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.***

13.4.4 Octroi Duty and Local Duties & Taxes:

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

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

14. Firm Price

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

15. Alternative Tenders

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

16 Documents Establishing Bidder's Eligibility and Qualifications

- 16.1 Pursuant to GIT clause 11, the bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:
 - a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

- b) the bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) The distributor/sole agent authorized for AIIMS should be equipped and able to carry out the required contractual functions and duties of the supply including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

17. Documents establishing good's Conformity to TE document.

17.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the purchaser in the TE documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

17.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

17.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

17.4 All information in the tender document must be supported with the manufacturer's original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.

17.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.

17.6 THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.

18. Earnest Money Deposit (EMD)

18.1 Pursuant to IT clauses 8.1 and 11.1 the bidder shall furnish along with its tender, earnest money for amount as shown in the Schedule of Requirements/NIT. The earnest money is required to protect the purchaser against the risk of the 'bidders'.

18.2 The earnest money shall be denominated in Indian Rupees or for an equivalent amount in foreign currency. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's cheque
- iii) Bank Guarantee and

- 18.3 The demand draft or banker's cheque or FDR shall be drawn on any scheduled bank in India or a commercial bank in the country of the bidder, in favour of the **"Director, AIIMS, payable at New Delhi.**
- 18.4 The earnest money shall be valid for a period of one year from the date of opening of Technical bid. As validity period of Tender as per Clause 20 of GIT is 9 months, the EMD shall be valid for 365 days from Techno – Commercial Tender opening date.
- 18.5 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 18.6 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19. Tender Validity

- 19.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 9 months from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- 19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

20. Signing and Sealing of Tender

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

- 20.1 The bidders shall submit their tenders as per the instructions contained in GIT Clause 11.
- 20.2 The bidder shall submit their tender enquiry documents marking them as "Original". Original bid may contain all pages including Technical Literature/Catalogues etc.

- 20.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.4 All the tender should be paginated (page numbered) and shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.5 The bidder is to seal the original duly marking the same as “Original”, and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before _____ (*The bidder is to put the date & time of tender opening*), BID FOR ITEM & SCHEDULE NO. _____ (*The bidder is to put the “Brief Description of Goods” and the Schedule No. Of the Schedule of requirement where for the bid is being submitted*)” are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.6 TE document seeks quotation following **Two Bid System**, in two parts. First part will be known as ‘**Techno - Commercial Bid**’, and the second part ‘**Price Bid**’ as specified in clause 11 of GIT. Bidder shall seal ‘**Techno - Commercial Bid**’ and ‘**Price Bid**’ separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 20.1 to 20.5 followed.

D. SUBMISSION OF TENDERS

21. Submission of Tenders

- 21.1 Unless otherwise specified, **the bidders are to drop the tenders in the tender box of office of Asstt. Controller of Examination, Examination Section, AIIMS, Ansari Nagar, Delhi-110 608** or the same shall be submitted by the tenderer by hand to concerned dealing hand. The staff receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2 The bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the bidder to ensure that their Tenders whether sent by post or by courier or by person submitted at Examination Section by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

22. Late bid

- 22.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

23. Alteration and Withdrawal of Tender

- 23.1 The bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

24. Opening of Tenders

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

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

- 24.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.
- 24.3 Two - Bid system as mentioned in Para 20.6 above will be as follows. The **Techno - Commercial Bid** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

- 25.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

- 26.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 26.2 Prior to the detailed evaluation of Price Bids, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 26.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.
- 26.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 26.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily rejected.
- (i) Tender form as per Section X (signed and stamped) not enclosed.
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Not Submitted Required EMD (Amount, validity etc.).
 - (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIII.
 - (vi) Bidder has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Bidder is not eligible as per GIT Clauses 5.1 & 17.1.

- (xii) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.
- (xiii) Bidder has not applied for all the items as the consideration would be on consolidated basis.

27. Minor Infirmary/Irregularity/Non-Conformity

- 27.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by speed post/e-mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28 Discrepancies in Prices

- 28.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- 28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 28.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

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

30. Qualification Criteria

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

31. Conversion of tender currencies to Indian Rupees

- 31.1 In case the TE document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a

single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

32. Schedule-wise Evaluation

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

33. Comparison of Tenders

- 33.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section– VI– Schedule of Requirements, the comparison of the responsive tenders shall be carried out on Delivery at Consignee site basis, inclusive of applicable taxes, duties, incidental services.

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

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

35. Bidder's capability to perform the contract

- 35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 35.2 The above-mentioned determination will, interalia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
- 35.3 The lowest price would be determined on the basis of calculating the prices of all the items to be purchased through this tender.

36. Contacting the Purchaser

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

G. AWARD OF CONTRACT

37. Purchaser's Right to accept any tender and to reject any or all tenders

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

38. Award Criteria

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

39. Variation of Quantities at the Time of Award/ Currency of Contract

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

40. Notification of Award

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

41. Issue of Contract Form

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

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

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

43. Return of E M D

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

44. Publication of Tender Result

- 44.1 The name of the successful bidder(s) receiving the contract(s) will be published on the Institutes web site as well as some of the National Dailies.

45. Corrupt or Fraudulent Practices

- 45.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
46. The tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution.
47. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black-listed in the past by any Govt. or Private Organization.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	6-8
B	8 to 10	Tender Enquiry (TE) documents	No Change	8-9
C	11 to 21	Preparation of Tenders	No Change	9-15
D	22 to 24	Submission of Tenders	No Change	15-16
E	25	Tender Opening	No Change	16
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	16-19
G	38 to 46	Award of Contract	No Change	20-21

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl No.	Topic	Page
1	Application	24
2	Use of contract documents and information	24
3	Patent Rights	24
4	Country of Origin	24
5	Performance Security	24
6	Technical Specifications and Standards	25
7	Packing and Marking	25
8	Inspection, Testing and Quality Control	26
9	Terms of Delivery	26
10	Transportation of Goods	26
11	Insurance	27
12	Spare parts	27
13	Incidental services	28
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	28
15	Warranty	29
16	Assignment	30
17	Sub Contracts	30
18	Modification of contract	30
19	Prices	30
20	Taxes and Duties	30
21	Terms and mode of Payment	31
22	Delay in the supplier's performance	32
23	Liquidated Damages	33
24	Termination for default	34
25	Termination for insolvency	34
26	Force Majeure	34
27	Termination for convenience	35
28	Governing language	35
29	Notices	35
30	Resolution of disputes	36
31	Applicable Law	36
32	General/Miscellaneous Clauses	36

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

- 4.1 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.2 The country of origin may be specified in the Technical bid and Price Schedule/bid.

5. Performance Security

- 5.1 The bidder have to submit a Performance Bank Guarantee within fifteen days (15) days from the date of the issue of supply order of an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days beyond

after the date of completion of all contractual obligations by the supplier, including the warranty obligations initially valid for a period of minimum 39 months from the date of Notification of Award.

- 5.2 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The Examination Section may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.3 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.4 Subject to GCC sub – clause 5.3 above, the Institute will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in 'Important Terms and conditions' and 'Quality Control Requirements' under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the 'Important Terms and conditions' and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity

- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The Purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract Specification at no extra cost to the Purchaser. The 'Important Terms and conditions' in Section 'VII' and Inspection Authority to be designated by the Purchaser shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purpose.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the Goods and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser, within a period of 45(forty five) days of intimating such rejection.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Good's arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Purchaser or its representatives prior to the Goods' shipment.
- 8.5 Nothing in Clause 08 shall in any way release the Supplier from any warranty or other obligations under the Contract.
- 8.6 The Director, AIIMS New Delhi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- 8.7 No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:
The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the

shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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

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

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

11. Insurance:

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

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

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

12. Spare parts

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

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

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

- b) In case the production of the spare parts is discontinued:

- i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), Schedule of Requirements (Section – VI) and the ‘Important Terms and conditions’ (Section – VII), the supplier shall be required to perform the following services.
 - i) Installation & commissioning, Supervision and Demonstration of the goods
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii) Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods
 - iv) Supplying required number of operation & maintenance manual for the goods

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

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

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

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

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

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

15. Warranty

- 15.1 The supplier **warrants comprehensively** that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 **THE TENDERERS MUST QUOTE FOR THREE YEARS COMPREHENSIVE WARRANTY (INCLUDING ALL SPARES AND LABOR) FROM THE DATE OF COMPLETION OF THE SATISFACTORY INSTALLATION. THE WARRANTY CHARGES SHALL NOT BE QUOTED SEPARATELY OTHERWISE THE OFFER SHALL BE SUMMARILY REJECTED.**
- No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - Comprehensive Warranty will be inclusive of all accessories and Turnkey work.
 - Replacement and repair will be under taken for the defective goods.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the Tender enquiry documents.
- 15.4 The tenderer would depute one Resident Engineer in the Examination Section for instant repair/regardless of complaint during all working days till the contract. The resident engineer should have atleast Diploma in Electronics or higher with 3 years in field experience.
- 15.5 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.6 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.7 The supplier along with its Indian Agent shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 03 years from the date of installation and handing over.
- 15.8 The Supplier along with its Indian Agent shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

15.9 If the supplier fails to maintain the system during the warranty period, the OEM of the equipment will provide the services/warranty as per tender condition.

15.10 The supplier should be Authorized Service provider of OEM.

16. Assignment

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

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
- b) Mode of packing,
- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

90% payment of the contract will be made on satisfactory and successful installation and commissioning of equipments and appliances. 10% payment of the contract will be made after completion of warranty period.

Or

100% payment of the contract will be made after satisfactory and successful installation and commissioning of equipments and appliances and after receipt of 10% Bank Guarantee equivalent to the value of the order.

B) Payment of Turnkey, if any:

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

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

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

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

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

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

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

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

taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

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

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

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

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

Failing which their quotation is liable to be rejected

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver and install all the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the Schedule of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and

(iii) termination of the contract for default.

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

23. Liquidated damages

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

Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

24. Termination for default

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the

Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 26.6 The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores/Equipments of identical description are made to any other person/organization/Institution during the period and should attach an undertaking.

27. Termination for convenience

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

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the

notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

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

- 30.3 **Venue of Arbitration:** The venue of arbitration shall be New Delhi, India.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

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

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI

SCHEDULE OF REQUIREMENTS

Part I

Schedule No.	Brief Description of Goods	Qty.	Consignee/Faculty	Amount of Bid Security (in Rs.)
1.	Desktop Computer on rate contract basis (as per Section XI –A with 3 years comprehensive maintenance contract with one qualified onsite resident engineer)	240	Director, AIIMS, New Delhi	Rs. 5,00,000 (Rs. Five Lac only)
2.	True Online UPS with batteries on rate contract basis (as per Section XI -B with 3 years comprehensive maintenance contract with one qualified onsite resident engineer)	8		
3.	LED TV on rate contract basis(as per Section XI-C with 3 years comprehensive maintenance contract with one qualified onsite resident engineer)	7		

Legend:

Examination Section

All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110 608

Signature and Seal of Bidder

Part II: Required Delivery Schedule:

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

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

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

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V: Required Terms of Delivery and Destination.

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

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

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

Signature and Seal of Bidder

SECTION-VII

IMPORTANT TERMS AND CONDITIONS

GENERAL POINTS:

1. Warranty:

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

2. After Sales Service:

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

3. Training:

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

Turnkey:

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

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

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

Signature and Seal of Bidder

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Bidder:

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

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

Signature and Seal of the Bidder

Section – IX

Qualification Criteria

1. The Bidder must be a Manufacturer or its authorized Agent. Sub-authorization is not acceptable.
2. The annual turnover of the firm/bidder should not be less than Rs. 10,00,00,000 /- in the last three preceeding years.
3. The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Bidder shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
4. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
5. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price bid failing which their bid shall be liable to be rejected.
6. The tenderer shall furnish a non-blacklisted certificate that the firm has not been blacklisted in the past by any Government /private Institution.
7. The tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs. 10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been black-listed in the past by any Govt. or Private Organisation.

Signature and Seal of Bidder

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

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

Signature and seal of the Bidder

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

SECTION – X TENDER FORM

Date_____

To,

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

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

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

SECTION –XI

Examination Section ALL INDIA INSTITUTE OF MEDICAL SCIENCES

(A) Specification for Desktop Computer - 240 Nos.

Desktop System					
Desktop Computer System with following configuration.					
			Compliance	Deviation	Remarks
S. No.	Item	Complete Description			
1.	Processor	Intel core i5, 4190 processor6mb Cache and 3.3 GHz			
2	Motherboard & Chipset	Main Stream chipset for quoted processor based motherboard with minimum one free PCI/PCI-x slots. Motherboard should be of Small Form Factor (SFF)/ Micro ATX form factor.			
3	Video	Integrated Graphic controller			
4	Network	Integrated Gigabit Ethernet controller			
5	Ports	1x serial port, 4x USB 2.0 or higher ports (2 ports on front), 1xKeyboard port, 1xMouse port, 1xRJ45			
6	HDD Controller	Integrated dual port SATA-III (6Gbps or higher) controller			
7	Sound Controller	Integrated sound controller			
8	Memory	4GB DDR-3 1600 MHz or higher expandable up to 16GB. Minimum 4 DIMM Slots.			
9	Storage	500GB or higher SATA-III or higher HDD (7200 or higher RPM)			
10	Optical Drive	Dual Layer DVD Writer			
11	Keyboard & Mouse	104 Keys OEM Keyboard and OEM Optical Scroll Mouse with Mouse pad			

12	Monitor	18.5" or higher TFT LCD Monitor with 5 ms or better response time, TCO 06 certified.			
13	Power Management & DMI	System with Power management features & Desktop Management Interface implementation			
14	System Chassis	Small Form Factor System chassis of volume less than 13 (+5%) liter with suitable power supply to sustain full load including possible future up gradations. Complete system should be energy star 5.0 compliant / BEE Star certified.			
15	OS Support & Certification	Windows 8/ Linux			
16	Accessories	System user manual and all other necessary accessories			
17	Antivirus	Preloaded antivirus			

The Desktop Computer to be from HCL/Lenovo/Dell/HP.

Comprehensive 3 years onsite warranty.

Signature and Seal of the Bidder

(B) True online sine wave 10 KVA UPS system with batteries of one hour battery backup – 07 Nos.

A true online sine wave UPS system that provides the user with clean computer grade power for continuous operation of his critical load, regardless of any disturbance on the upstream AC power. The system offers the user maximum reliability and flexibility at the lowest operating cost.

Features:

- It support tier 3 standard Data centre Full
- Digital Signal Processing using the latest DSP Technology.
- Parallel operation for Redundancy Wide Input Voltage Range.
- Low Input Current Harmonic Distortion of less than 5%.
- Battery test facility
- Unity Input Power Factor
- High Overload and Short-Circuit Capacities.
- Compatible with Engine Generators
- High Reliability for Maximum System Availability.
- LCD Display and Mimic Panel for Real-time information.
- Output Isolation between UPS and Critical load.
- Temperature compensated Battery charging to enhance the Battery life.
- Inverter output short circuit protected.
- Rectifier output short circuit protected.
- Immune to Reverse Phase sequence.
- Auto retransfer facility.
- Alarms can be stored in the memory. DSP and Dual microprocessor based system
- Handles 3:1 Crest Factor Loads.
- Intelligent Battery Management

IGBT RECTIFIER

Employing the latest rectifier technology, the IGBT rectifier offers an input power factor of greater than 0.99, and input current distortion of less than 5%. Therefore it does not pollute the input utility supply or other devices sharing the same utility source. Also the rectifier operation is not affected by other passive filters in the system.

IGBT Inverter

High speed IGBT inverter gives low output distortion and clean sinusoidal waveform for excellent performance and high reliability.

Digital Signal Processing

The UPS should uses the most advanced DSP technology. Using high sampling rate possible only with DSP, the system parameters are tightly controlled and maintained throughout the various modes of operation.

Battery Management

Proper testing, charging, discharging and management of the battery system is a very important aspect of the UPS control system. In the Super 400D UPS, the batteries are constantly monitored by an intelligent battery management algorithm.

Paralleling Capability

The UPS can be paralleled for redundancy. The units can also be installed in Hot-Standby configuration for added reliability and flexibility.

Wide Input Voltage Range

The features ups should have a wide input voltage range which can accept upper input limit of + 25% and can have a lower input limit of – 30%, while still maintaining the specified output stability. This is extremely useful in very poor input power supply situations as the battery energy is not utilized and can be preserved for more prolonged outages.

Signature and Seal of the Bidder

Reserve Phase Sequence Operation

In a situation where the Input phase sequence is not consistent (any change in phase sequence), the UPS automatically adjusts itself and gets synchronized with the Input phase. This feature prevents the battery energy discharge even if wrong phase sequence power arrives, the rectifier starts as normal operation; this prevents battery being further discharged. On arrival of mains with wrong phase sequence. This improves the backup time and the life of the battery.

Fully Automatic control for Battery low, Auto restart, Auto recovery from mains, Under voltage and Over voltage trip, Automatic return from bypass on recovery from overload requires no manual attention

UPS Failure

During failure in the UPS equipment the static switch automatically transfer the A.C. load directly to the AC line in less than 20 millisecond.

Battery Type : Lead acid sealed maintenance free

Credentials :

- i. Manufacturer should be ISO 9001: 2000 certified
- ii. Manufacturer should be ISO 14001 certified
- iii. CERTIFICATIONS SAMEER Certified, IEC 62040

Input Parameters	Input Voltage	415V, 3-Phase, 4 wire
	Input Voltage Variation	+ 25%, -30 %
	Input Frequency	50 Hz
	Input Frequency Variation	+/- 10%
	Power walk in	Progressive over 10 seconds
	Power Factor at rated load	1.0 (Unity)
	Operation with Reverse Phase Sequence	Possible
Bypass Parameters	Bypass Supply Voltage	220/ 230/ 240V AC
DC Parameters	Nominal DC bus voltage	356V
	Permissible DC voltage variation	260V - 410V
	DC bus OV trip	410V
	End of discharge DC bus	260V
	Types of batteries supported	SMF
	Nominal battery float voltage	356V
	Max. batt.charging current	4.0A (10kVA) / 7.5A (20kVA)
	DC ripple	< 2% rms
Output Parameters	D.C. Voltage Regulation	± 1%
	Output Voltage	220/ 230/ 240 VAC 1 Phase
	Frequency	50 Hz
	Power rating at 0.8 p.f.	10 kVA, 20 kVA
	Power rating at 1.0 p.f.	8 kW, 16 kW
	Overload Rating	110 % for 60 minutes
		125 % for 10 minutes
		150 % for 1 minute
	Max. Non-linear load permissible	100 % with Crest Factor of 3:1
	Output Voltage regulation	+/- 1%
	Transient response for 100% load change	+/- 10%
	Recovery time	10 millisecond
	Freq. stability unsynchronized -	+/- 0.1 %
	synchronized -	± 1Hz, ± 2 Hz, ± 3 Hz
	Max. rate of change of Frequency	0.2 (0.4 hz/sec
	Output Voltage Distortion	< 3 % at Non linear load
Parameters		< 2 % at linear load
	Transfer time synchronized -	0 millisecond
	unsynchronized -	20 millisecond
Parameters	Voltage limits for Inv. operation	260V DC to 410V DC
	SMF battery –	26 Blocks of 12 V each
	Float Charge Voltage	356 VDC
	Max. Charging current	4A - 10kVA / 7A - 20kVA
Mechanical Parameters	Height x Depth x Width	1150mm x 650mm x 450mm
	Weight	275kg
	Ventilation	Forced - Air cooled
	Cable entry	Front end - Bottom
	Colour / Panel finish	Structured dark Grey
Environmental Parameters	Base castor wheels	Yes
	Operating Temperature	0°C to 45°C, continuous
	Storage Temperature	0°C to 70°C
	Relative Humidity	95% RH
	Altitude	1000 Meters
Environmental Parameters	Temperature Derating (kVA)	1.5% per°C between 40 & 50°C
	Altitude Derating (kVA)	1 % per 100m between 1000m - 2000m

Signature and Seal of the Bidder

- Installation and Commissioning:** Any wiring or cabling external to UPS system will be included. Any civil work involved in placement or installation will be made by AIIMS.
- Delivery :** Within 4 weeks from date of receipt of confirmed order. Road permit required at the time of delivery.
- Scope of Service :** Response Time : 2 Hours
Resolution Time: 6 Hours (all the days)
Periodic preventive maintenance will be made after installation. On all working days between 9:30 a.m. to 6 p.m.
- Scope of Supply :**
1. Supply and supervision of installation and commissioning of UPS System and related equipment as per the specifications at the prices and terms and conditions of the sale quoted.
 2. The cabling external to the UPS for Input and Output connections shall be provided by the Vendor.
 3. The interconnecting links of the batteries are to be included in our scope of supply.
 4. Site electrical requirements, cable and breaker sizes, and recommendations shall be furnished by vendor prior to the supply and installation.
 5. UPS to be from ATC/ DB Power / Emerson.

S. NO.	Description
1.	UPS 10 kva with 3 Ph Input and 1 Ph Output with inbuilt isolation transformer and with online double conversion technology with 3 year warranty along with parallel kit.
2.	12 v / 65 AH - (26 nos. For each UPS), Sealed Maintenance Free (SMF) Batteries, Back-up time of approx. 60 minutes (approx) Along with interconnecting links & rack With 3 years warranty. (1 Set =26 Nos.)
3.	Freight. Packing & Insurance
4.	installation Charges
5.	Taxes (VAT)

Signature and Seal of the Bidder

(C) Specification for LED TV - 7 Nos.

(i) Smart LED HD TV (42- 48 Inch) with Web Browser (5)

2 HDMI, 1 USB, Wi-Fi, Composite In (AV), Digital Audio Output, RJ45, Dongle Ready (3G/LTE), Resolution (1920 x 1080), wall mount rack.

(ii.) Smart LED HD TV (82 - 85 Inch) with Web Browser (2)

- Resolution 1,920 x 1,080 (16:9)
- Contrast ratio 5,000:1 or above
- HDMI Component, HDMI Audio Stereo mini jack External control, RS-232C ,RJ45
- Processor: Cortex-A8 single core CPU
- Clock speed: 800 MHz or above
- Main memory: Dual 32 bit DDR3-667 (1,333 MHz) or above
- Storage: 4 GB or higher
- IO ports: USB 2 or higher
- Video: HDMI (minimum 4 Port or more)
- Support: Wi-Fi
- Wall mount Rack

Smart LED TVs to be from Samsung, LG, Sony, Panasonic.

Comprehensive 3 years onsite warranty

Signature and Seal of the Bidder

SECTION – XII

QUESTIONNAIRE

Fill up the Section XV – Check List for Bidders and enclose with the Tender

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

SECTION – XIII
MANUFACTURER’S AUTHORISATION FORM

To

**The ‘Director’
All India Institute of Medical Sciences
Ansari Nagar,
New Delhi-110608
India.**

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**The Director
All India Institute of Medical Sciences
Ansari Nagar,
New Delhi-110608.**

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

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

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

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

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

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

This guarantee shall be valid up to 38 months from the date of satisfactory installation of the equipment i.e. up to ----- (indicate date).

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

.....
Name and designation of the officer

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

SECTION – XV

CHECKLIST

Name of Bidder:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1.	Have you enclosed EMD of required amount for the quoted item?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Section IX of TE document in respect of all orders?			
4. b.	Have you submitted copy of the order(s) and end user certificate?			
5.	Have you submitted manufacturer's authorization as per Section XIII?			
6.	Have you enclosed equipment catalogue, leaflet, and brochure with full details of quoted equipment?			
7. a.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XVI? (It is Price Bid and will be submitted in separate envelope)			
7.b.	Have you submitted the Price Bid on consolidated basis as turnkey project?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
8.	Have you kept validity of their bid 9 months from the date of opening of Technical bid?			
9. a.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty terms as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening? (The Annual turnover should not be less than Rs. 10,00,00,000/- for last three preceding years.)			
18.	Have you submitted an affidavit that the firm has not been black listed in the past by any hospital/Organization?			
19.	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (principal).			
20.	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause).			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
21.	Final Check: Have you submitted all the papers starting from Section VI to Section XV duly sign and seal as well as other required documents as Technical Bid in separate envelope?			
22.	Have you submitted Section XVI and quoted the rates on consolidated basis duly sign and seal as Price Bid in separate envelope?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

SECTION- XVI (PRICE BID)

The Price will be considered on consolidated basis for all the items and it should be on the basis of Section XI

Sr. No.	Item Description	Qty.	Unit Price (RS.)	Taxes (Rs.)	TCO(Rs.)
1.	Desktop Computer with additional accessories(as per annexure XI-A with 3 year comprehensive maintenance contract with one qualified onsite resident engineer)	240			
2.	True On-Line Sine-wave UPS along with batteries with one hour battery back-up(as per annexure XI-B with 3 year comprehensive maintenance contract with one qualified onsite resident engineer)	7			
3.	LED TVs (as per annexure XI-C with 3 year comprehensive maintenance contract with one qualified onsite resident engineer)	7			
Total Cost (TCO)					

Total Tender price in Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The Price will be considered on consolidated basis for all the items.
3. The unit price of all the items, including optional items as well as TCO must be quoted on WORDS AND FIGURES.

Name_____

Business Address_____

Place: _____

Signature of Tenderer_____

Date: _____

Seal of the Tenderer_____