



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
MOTHER AND CHILD BLOCK  
ANSARI NAGAR, NEW DELHI-110 029, INDIA.**

# **GLOBAL TENDER ENQUIRY DOCUMENT**


**(Two Bid System for Machinery & Equipment)**

**Global Tender Enquiry No. : HITES/PCD/MCH-AIIMS/19/22-23**



B-14 A, Sector-62, Noida - 201 307  
Phone: 0120-4071500; Fax: 0120-4071513  
URL: [www.hllhites.com](http://www.hllhites.com)

**SECTION-I**

	<b>ALL INDIA INSTITUTE OF MEDICAL SCIENCES</b> <b>ANSARI NAGAR, NEW DELHI-110 029</b> <b><u>NOTICE INVITING TENDERS (NIT)</u></b>				
GTE No: <b>HITES/PCD/MCH-AIIMS/19/22-23</b> Dated: <b>21-03-2023</b>					
Procurement & Consultancy Services Division of <b>HLL INFRA TECH SERVICES LIMITED</b> (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of <b>Director, AIIMS, Ansari Nagar, New Delhi-110 029</b> , online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods at <b>Mother &amp; Child Block, AIIMS, New Delhi:</b>					
<b>S. No.</b>	<b>Tender ID</b>	<b>Brief Description of Goods</b>	<b>Quantity</b>	<b>Bid Security/ EMD amount</b>	<b>Tender Processing Fee (incl. GST)</b>
1.	2023_HLL_149654_1	3-Tesla Magnetic Resonance Imaging (MRI) System	1	60,00,000	5,900
<b>CRITICAL DATE SHEET</b>					
Published Date & Time		<b>21-03-2023 at 12.30 pm</b>			
Bid Document Download/Sale Start Date		<b>21-03-2023 at 01.00 pm</b>			
Pre Bid Meeting		<b>28-03-2023 at 02:30 pm at MS Seminar Room, Ground Floor, Main Hospital, AIIMS, New Delhi - 110029</b>			
Bid Submission Start Date & Time		<b>22-03-2023 at 09.00 am</b>			
Bid Submission End Date & Time		<b>20-04-2023 at 02.00 pm</b>			
Closing date & time for submission of tender fee and <b>EMD in physical form</b>		<b>21-04-2023 at 02.00 pm</b> Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above-mentioned date and time			
Bid Opening Date & Time		<b>21-04-2023 (Friday) at 02.30 pm</b>			
<b>Instructions:</b>					
1 Bids shall be submitted online only at CPPP website: <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a>					
2. The Bidder shall download the Tender Enquiry Document directly from the websites <a href="http://www.hllhites.com">www.hllhites.com</a> or <a href="https://etenders.gov.in/e procure/app">https://etenders.gov.in/e procure/app</a> for complete details and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner,					

Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

4. Bidders are advised to follow the instructions provided in the “Instructions for Online Bid Submission” in Para No. 11 of GIB of Tender Enquiry Document.

5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document.

6. Intending bidder are advised to visit [www.hllhites.com](http://www.hllhites.com) and/or CPPP website <https://etenders.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi which helps in fast uploading. The scanned and uploaded documents should be legible.

8. The bidders shall submit the required **Bid Security (BS)/ EMD** in physical form in favour of **‘HLL Infra Tech Services Limited’** payable at New Delhi at the scheduled time and venue. **Bid Security (BS) in original** should be deposited, within the scheduled latest date & time of tender submission as mentioned above, in the Tender Box located at: **HLL Infra Tech Services Limited, Procurement and Consultancy Services Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh**, failing which the bid shall be summarily rejected.

- **CEO (HITES)**

## SECTION - II

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 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 HLL INFRA TECH SERVICES LIMITED (HITES) for and on behalf of The Director, AIIMS, New Delhi.
- (ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Bidder" means Tenderer/ 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/purchase order.
- (iv) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- (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) "Bid Security" (BS) means Earnest Money Deposit / 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 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. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- (x) "Specification" also called Technical Specifications 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 mentioned in the contract to determine conformity.

(xii) “Day” means calendar day.

### **Abbreviations:**

- (i) “GTE” means Global Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.
- (ii) “GIB” means General Instructions to Bidders
- (iii) “SIT” means Special Instructions to Bidders
- (iv) “GCC” means General Conditions of Contract
- (v) “SCC” means Special Conditions of Contract
- (vi) “LC” means Letter of Credit
- (vii) “DP” means Delivery Period
- (viii) “BG” means Bank Guarantee
- (ix) “GST” means Goods & Service Tax
- (x) “CD” means Custom Duty
- (xi) “BL” means Bill of Lading
- (xxi) “FOB” means Free on Board
- (xxii) “CIF” means Cost, Insurance and Freight
- (xxv) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxvi) “INCOTERMS” means International Commercial Terms as on the date of Bid Opening
- (xxviii) “CAMC” means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

## **2. Introduction**

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply

with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

### **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 Bid**

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

### **5. Eligible Bidders**

- 5.1 This Invitation for Tenders is open to all bidder who fulfill the eligibility criteria specified in these documents.

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

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

### **7. Bid Expense**

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Tender process.

## **B. TENDER ENQUIRY DOCUMENT**

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

- 8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications & General Points
- Section VIII – Qualification Criteria

- Section IX – Tender Acceptance Form
- Section X – Price Schedules(BoQs)
- Section XI – Check List
- Section XII – Bank Guarantee Form for Bid Security
- Section XIII – Manufacturer’s Authorization Form
- Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
- Section XV – Contract Forms A & B
- Section XVI – Performa of Consignee Receipt Certificate
- Section XVII – Performa of Final Acceptance Certificate by the consignee

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Tender, bid 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 are expected to examine all such details etc to proceed further.

## **9. Corrigendum to Tender Enquiry Document**

9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it

9.2 Corrigendum will be notified through <https://etenders.gov.in/eprocure/app> and/or [www.hllhites.com](http://www.hllhites.com) only.

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

## **10. Clarification of Tender Enquiry Document**

10.1 A bidder requiring any clarification or elucidation on any issue of the Bidding 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 ten days (unless otherwise specified in the SIB) prior to the prescribed date as mentioned in “Critical Date Sheet”.

## **C. PREPARATION OF BIDS**

### **11. Documents Comprising the Bid**

11.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

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

**(Bidders shall furnish the following information along with technical tender in scanned pdf format):**

- i) “EMD/Bid Security” furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Tender Acceptance Form as per Section IX (without indicating any price).
- iii) “Technical Specifications Quoted” as per Section- VII of Tender Enquiry Document viz-a-viz technical specification of the quoted equipment.
- iv) “Technical Brochure/Catalogue of OEM of quoted equipment” detailing its technical parameters.
- v) “Performance Statement” as per Section VIII along with relevant copies of orders and End Users’ satisfaction certificate to be uploaded
- vi) GST Registration Certificate.
- vii) The Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:
- vii) Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.
- viii) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XIII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded.
- ix) Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
- x) Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
- xi) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.
- xii) The bidder must upload undertaking regarding blacklisted/ debarred /banned as per below declaration:  
“I \_\_\_\_\_ have been authorised by M/s \_\_\_\_\_ (OEM) as their authorised distributor and that neither \_\_\_\_\_ (authorised distributor) nor \_\_\_\_\_ (OEM) have not been blacklisted/ debarred /banned for the items quoted by us, in the past five years as on the last date of submission of this tender for any reason by any Central/State Government or any of their organisation.”

Note: It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

**B) Price Tender:**

Price Schedule(s) as per format provided in the portal, duly filled in with all the details including Make, Model, HSN Code etc. of the goods offered, is to be uploaded.

The price bid format is provided in excel format along with this Bidding Document at <https://etenders.gov.in/eprocure/app>



Bidders are advised to download this Price Bid Format as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. **Bidder shall not tamper/modify the downloaded price bid template in any manner. The Instructions given in the Price Bid Format shall strictly be adhered to.** In case if the same is found to be tempered/modified in any manner, the tender may be rejected and tenderer is liable to be banned from doing business with AIIMS New Delhi.

11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
  2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
  3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 11.3 A bid, which does not fulfill 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 Bid sent by fax/email shall be ignored.

## **12. Bid Currencies**

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only after satisfactory supply, installation and acceptance of the goods. The rate of conversion shall be taken as on the date of placement of purchase order.
- 12.3 Bids, where prices are quoted in any other way may be treated as non-responsive and rejected.

### **13 Bid Prices**

- 13.1 The Bidder shall indicate on the Price Schedule, all the specified components of prices shown therein including the unit prices, applicable taxes and total bid 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.
- 13.2 If there is more than one schedule in the “List of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules as provided on CPPP.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding Price Schedule shall be entered separately in the following manner:
- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) Any taxes and duty, which will be payable on the goods in India if the contract is awarded;
  - c) Charges towards Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) The price of Incidental Services (including installation & commissioning, supervision, demonstration and training), at the

- consignee site as mentioned in List of Requirements, Technical Specification and Price Schedule;
- e) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted on FOB price at port of loading/ FCA price at airport of loading, as mentioned in List of Requirements, Technical Specification and Price Schedule
  - b) The amount of Freight and Insurance (port of loading to port of entry) and other incidental costs.
  - c) The price of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site as mentioned in List of Requirements, Technical Specification and Price Schedule.
  - d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
  - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
  - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
  - g) The prices of Turnkey Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

#### **13.5.1 GST (Goods & Services Tax)**

If the bidder desires to ask for GST (goods and services tax) to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of GST and no claim for the same will be entertained later.

#### **13.5.2 Custom Duty**

The Purchaser will pay the Custom Duty wherever applicable.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this Tender Enquiry Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current

edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

- 13.9 The need for indication of all such price components by the bidders, as required in this clause (viz., GIB clause 13) is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the contract on the selected bidder on any of the terms offered.

#### **14. Indian Agent**

- 14.1 If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, in a manner described under GIB sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CAMC period.

#### **15. Firm Price**

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

#### **16. Alternative Models**

- 16.1 Alternative Models are permitted. The Bidder can quote alternate models meeting the specifications of the Tender document of same manufacturer with single Bid Security.
- 16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Tender Enquiry.
- 16.3 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Tender Enquiry.

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

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.

17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill 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 XIII in this document.
- b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier 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.

**18. Documents establishing good's Conformity to Tender Enquiry Document.**

18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods and services offered in its bid.

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

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

**19. Bid Security (BS) /EMD**

19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.

19.3 The bidders who are currently registered with MSME for the specific goods as per Tender document specification shall be eligible for exemption from

Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME.

**Note: Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft/Banker's cheque
- ii) Fixed Deposit Receipt
- iii) Bank Guarantee
- iv) Insurance Security Bond

19.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of as indicated in the NIT payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.

19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be initially valid for 315 days from Techno – Commercial Bid opening date.

19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Bid Validity**

- 20.1 If not mentioned otherwise in the SIB, the bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.
- 20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

## **21. Signing of Bid**

- 21.1 The bidders shall submit their online bids as per the instruction for online bid process contained in GIB Clause 11.

## **22. Instructions for Online Bid Submission:**

**22.1** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: [www.hllhites.com](http://www.hllhites.com) or <https://etenders.gov.in/eprocure/app>

## **23. REGISTRATION ON CPP PORTAL:**

- 23.1** Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 23.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 23.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 23.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode /eMudhra etc.), with their profile.
- 23.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 23.6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **24. SEARCHING FOR TENDER ENQUIRY DOCUMENT**

- 24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 24.1.1 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 24.1.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **25. PREPARATION OF BIDS**

- 25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 25.3 Bidder, in advance, should get ready the documents to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast



uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

- 25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **D. SUBMISSION OF BIDS**

##### **26. Submission of Bids**

- 26.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 26.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 26.3** Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- 26.4** Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person in the tender box located at **HLL Infra Tech Services Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** or to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 26.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid is to be downloaded and to be filled by the bidders. Bidders are required to download the price bid format, open it and complete with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed or modified. The instruction provided in the Price bid format is to be strictly adhered to. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the file is found to be modified by the bidder, the bid will be rejected.
- 26.6** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for

submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 27.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
  - 2) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
  - 3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **28. ASSISTANCE TO BIDDERS**

- 28.1** Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 28.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7CPP Portal Helpdesk

### **E. BID OPENING**

#### **29. Opening of Bids**

E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

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

#### **30. Basic Principle**

- 30.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in

their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### **31. Scrutiny of Bids**

- 31.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 31.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 31.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
  - (ii) Bid validity is shorter than the required period.
  - (iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
  - (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
  - (v) Bidder has not agreed to give the required 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.
  - (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
  - (vii) Poor/unsatisfactory past performance.
  - (viii) Bidders who stand blacklisted/ debarred /banned by any Central / State Govt. or any of their Organization as per below declaration:  
"I \_\_\_\_\_ have been authorised by M/s \_\_\_\_\_ (OEM) as their authorised distributor and that neither \_\_\_\_\_ (authorised distributor) nor \_\_\_\_\_ (OEM) have not been blacklisted/ debarred /banned for the items quoted by us, in the past five years as on the last date of submission of this tender for any reason by any Central/State Government or any of their organisation."
  - (ix) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
  - (x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xi) Bidder has not agreed for the delivery terms and delivery schedule.

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

- 32.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax 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 bid will be liable to be ignored.

### **33. Qualification Criteria**

- 33.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

### **34. Conversion of bid currencies to Indian Rupees**

- 34.1 In case the Tender Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder 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 Bid' opening.

### **35. Schedule-wise Evaluation**

- 35.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidder have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

### **36. Comparison of Bids**

- 36.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for required time period after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum." However the payment of CAMC shall be made to the successful bidder at approved rates.

### **37. Additional Factors and Parameters for Evaluation and Ranking of Responsive Bidders**

37.1 Further to GIB Clause 36 above, the purchaser's evaluation of a bid will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
- ii) in the case of goods of foreign origin offered from abroad, Custom Duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

37.2 The purchaser's evaluation of bid will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.

37.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

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

38.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

38.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

### **39. Contacting the Purchaser**

39.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

39.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid 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**

### **40. Purchaser's Right to accept any bid and to reject any or all bids.**

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

### **41. Award Criteria**

41.1 Subject to GIT clause 40 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 38.

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

42.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

42.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

### **43. Notification of Award**

43.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder(s) in writing, by registered / speed post or by fax/email (to be confirmed by registered / speed post) that its bid 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 Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 5 of GCC under Section IV.

43.2 The Notification of Award shall constitute the conclusion of the Contract.

### **44. Issue of Contract**

44.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

44.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

44.3 The Purchaser reserve the right to issue the Notification of Award consignee wise.

**45. Non-receipt of Performance Security and Contract by the Purchaser**

45.1 Failure of the successful bidder in providing Performance Security and / or returning contract copy duly signed in terms of GIB clauses 43 and 44 above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 24-Termination of default of GCC under Section IV.

**46. Return of Bid Security/EMD**

46.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

**47. Publication of Bid Result**

47.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the CPP Portal.

**H. CORRUPT OR FRADULENT PRACTICES**

**48. Corrupt or Fraudulent Practices**

48.1 It is required by all concerned namely the Bidder /Suppliers/Purchaser/Consignee/End User 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 anything 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 Bid submission) designed to establish Bid 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.



### SECTION – III

#### SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

<b>Sl. No.</b>	<b>GIB Clause No.</b>	<b>Topic</b>	<b>SIB Provision</b>
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry Document	No Change
C	11 to 25	Preparation of Bids	No Change
D	26 to 28	Submission of Bids	No Change
E	29	Bid Opening	No Change
F	30 to 39	Scrutiny and Evaluation of Bids	No Change
G	40 to 47	Award of Contract	No Change
H	48	Corrupt or Fraudulent Practices	No Change

## **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, List of requirements under Section VI and Technical Specification 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 Tender 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 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 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.

4.3 The country of origin may be specified in the Price Schedule.

## **5. Performance Security**

5.1 Within Thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Insurance Surety Bond, Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to ninety (90) days beyond Warranty Period.

5.3 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 CAMC security as per Performa in Section XIV, the amount of the performance security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Comprehensive Annual Maintenance Contract as per the 'Contract Form – B' in Section XV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CAMC security in favour of concerned Director AIIMS/ Chief of Centres /MS of Hospital/ Head of the Department/ Dean as per the format in Section XIV.

## **6. Technical Specifications and General Points**

6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII 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 Technical Specifications under Sections VII 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 Technical Specification under Sections VII 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 and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and

production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- “On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV etc. prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

## **9. Terms of Delivery**

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments 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.

## **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 Free Delivery at Consignee's 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 for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- 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 site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from warehouse to warehouse (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be 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/End User, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## **12. Spare parts**

12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - i) Sufficient advance notice to the Purchaser/End User 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/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

### **13. Incidental Services**

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:
- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
  - ii) Turnkey work (if any).
  - iii) Training of Consignee's/End Users 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 dispatch documents well in time to enable the purchaser 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:

Within 24 hours of dispatch, the supplier shall notify the concerned Store Officer in AIIMS Clearing Agent and others concerned the complete details of dispatch and also supply following documents by air mail / courier etc. with intimation by e-mail:

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;

- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

## **15. Warranty and CAMC**

- 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 warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-
- All kinds of Motors.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kinds of sensors.
  - All kinds of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
- 15.5 In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per GCC clause number 15.2 unless revised in SCC in Section V of Tender Enquiry Document.
- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods there after. The penalty clause for non-rectification will be applicable as per conditions laid down in the Tender Enquiry Document.



- 15.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be upto the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 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.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.12 The Supplier along with its Manufacturer Indian Agent and the CMC Provider shall always accord most favored client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid 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 dispatch,
- 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 the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser'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 bid and incorporated in the contract except for any price adjustment authorized in the SCC.

## **20. Taxes and Duties**

20.1 Supplier shall be entirely responsible for GST incurred until delivery of the contracted goods to the purchaser.

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

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

### **21.1 Payment Terms**

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

#### **A) Payment for Indigenous Goods (M&E) Or Foreign Origin Located Within India.**

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

**a) On delivery:** 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII of Tender document in original

**b) On Acceptance:** Balance 25% payment would be made against "Installation and Acceptance Certificate" of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).

**B) Payment for Imported Goods(M&E):** Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) **On Shipment:** Seventy Five (75)% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- ii) Packing list;
- iii) Certificate of country of origin;
- iv) Negotiable clean Bill of Lading/Airway Bill;
- v) Insurance Certificate; (if applicable)
- vi) Manufacturer's guarantee and Inspection certificate; (if applicable)
- vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- viii) Any other document(s) as and if required in terms of the contract.

b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trail run (if applicable).

c) Payment of Consumable Imported Goods/Reagents/Kits would be made 100% against "Installation and Acceptance Certificate" to be issued by the End User through Wire Transfer.

d) **Payment of Incidental Costs:** Incidental costs till consignee site towards Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training), if applicable will be paid in Indian Rupees to the Indian Agent on submission of "Installation and Acceptance Certificate" by the End User.

e) **Payment of Indian Agency Commission:** Indian Agency Commission (IAC) will be paid to the Authorised manufacturer's agent in Indian rupees indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract)

and shall not be subject to further escalation / exchange variation. The agency commission payment shall be made on submission of "Installation and Acceptance Certificate" by the End User and a declaration from their authorised foreign manufacturer regarding final settlement of payment made against Letter of Credit for that particular contract.

**C) Payment of Turnkey Work (Civil/Electrical/Air-Conditioning Works) at site:** The payment related to Civil/Electrical/Air-Conditioning Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. The payment for Civil/Electrical/Air-Conditioning works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

**D) Payment for Annual Comprehensive Maintenance Contract Charges:** The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the End User on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV of the Tender document valid till 3 months after expiry of entire CMC period. The Performance Bank Guarantee for CMC will be applicable in case of contract value is more than Rs. 10 lakhs.

## **21.2 Terms of payment for imported goods**

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

**21.2.2** 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.

**21.2.3** Irrevocable & non – transferable LC shall be opened by the Purchaser. 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, the charges thereof shall be borne by the supplier.

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

**21.2.5** The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

**21.2.6** 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.

**21.2.7** While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, 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, the supplier shall refund to the Purchaser forthwith.

## **22. Delivery**

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified 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 in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 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 GST 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 shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST 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 for extension of

delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **22.6 Passing of Property**

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

## **23. Liquidated Damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser 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 without prejudice to any other contractual rights and remedies available to it the Purchaser, 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, 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.

## **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, 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 in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser 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 is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for Convenience**

- 27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser'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. 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 following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser 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 GIB 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 Facsimile/email 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.

**30.3** In the case of a dispute or difference arising between the Purchaser 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 to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

**30.4 Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.



**30.5 Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., 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 Withholding and Lien in respect of sums claimed**

**32.1** Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

**32.1** It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

### **33. Fall Clause**

Fall clause is a price safety mechanism. The fall clause provides that if the contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the contract, at a price lower than the contract price, to any person or organization during the currency of the Contract, the Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Contract and the contract amended accordingly.

## **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.

**The warranty conditions will be as mentioned in the list of requirement as per section VI of the Tender Enquiry Document.**

## SECTION – VI

### LIST OF REQUIREMENTS

#### Part I

Sl. No.	Tender ID	Name of Equipment	Quantity (No.)	Warranty Period	CAMC period after warranty
1	2023_HLL_149654_1	3 Tesla-Magnetic Resonance Imaging (MRI) System	1	5 Years	5 Years

#### Part II: Required Delivery Schedule:

**a) For Indigenous goods or for imported goods if supplied from India:**

90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earliest delivery period.

Installation and Commissioning shall be done at the earliest but not later than 15 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

**b) For Imported goods directly from foreign:**

90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Bidders may quote the earliest delivery period).

Installation and Commissioning shall be done at the earliest but not later than 15 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 23.

**Note:** Valid Performance Security, Layout Drawing for approval (if applicable) and valid Proforma Invoice (in case of LC opening) are to be submitted within 21 days from the date of release of NOA.

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

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

**Part IV:** Turnkey Work (if any) as per details in Technical Specification.

**Part V:** Warranty period as per details mentioned in technical specification and as specified in Part I above. Warranty period will start from the date of installation, commissioning and acceptance.

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance

Contract (CAMC) will start from the date of successful completion of warranty period.

**Required Terms of Delivery and Destination.**

**a) For Indigenous goods or for imported goods if supplied from India:**

Free Delivery at Consignee's Site(s)

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

The foreign bidders are required to quote their rates on CIP (Named Port of Destination Basis) giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP (Named Port of Destination basis).

Insurance (Local Transportation and Storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

**c) The Consignee details** are as under but the supplier is required to deliver the goods at the designated site in the floor and building of concerned Centers/Hospital/Departments:

Consignee	Contact Address.	Air Port	Sea Port
Mother and Child Block, All India Institute of Medical Sciences	All India Institute of Medical Sciences, Ansari Nagar, New Delhi  -110029	New Delhi	ICD Tuglakabad

Note: The consignee will ensure timely issue of NMIC, CDEC etc., wherever applicable to the supplier.

## Section – VII

### TECHNICAL SPECIFICATION AND GENERAL POINTS

#### A. TECHNICAL SPECIFICATIONS

##### Item No. 1

(Tender ID: 2023\_HLL\_149654\_1)

#### 3 Tesla-Magnetic Resonance Imaging (MRI) System

<b>Technical Specification</b>		
	The manufacturer/bidder must quote the latest 'state of the art' 3 Tesla MR System or better as per the specifications below.	
	The offered model should be USFDA/ European CE or BIS approved.	
	Also, the vendor will guarantee that the system supplied is not refurbished and the MR system quoted is the latest best available model in the segment (3T MR scanner with 70 cm or more) quoted, at the time of delivery and should submit an undertaking in this regard.	
Sr. No.	Features	Essential Specification
1.	Magnet	3Tesla (superconducting) Magnet with approximately 70 cm or more bore diameter. The magnet should have display for information on coil connectivity, physiological curves, start scan, switching off alarms, automatic transfer from different positions.
2.	a) Field Strength	Helium only 3T (superconducting) Magnet along with Facility for quick shutdown of the magnet in case of emergency.
	b) Field Stability over time	(i) Should have active shielding, external interference shielding with good field stability.  (ii) Mention the RF frequency of operation and the field drift.
	c) Homogeneity	(i) Guaranteed homogeneity of magnet by VRMS method should be given. Specify homogeneity in VRMS at 10 cm, 20 cm, 30 cm and 40 cm DSV and at max. FOV achievable with the quoted scanner.  (ii) Should be very good for Single voxel and CSI spectroscopy, Specify values.
	d) Magnet Bore	(i) 70 cm or more magnets bore diameter, after positioning of gradient, shim and RF cons.
	e) Active Shielding / Fringe field	(i) Quote values for 5 Gauss and 1 Gauss line.
	f) Ext. Shielding	Ext. Interference shield (sufficient to house the Magnet, Anaesthesia and Physiologic monitors should be provided.

<b>Technical Specification</b>		
	g) Magnet Cooling System	(i) The magnet should be having zero boil off rate.
		(ii) Devices for helium level monitoring in the magnet should be supplied.
		(iii) Liquid helium should be supplied during warranty period and Comprehensive AMC.
		(iv) The vendor should include the Cold Head maintenance and replacement during warranty period and also during Comprehensive AMC.
	h) Shim System	(i) High performance and highly stable shim system with global and localized manual and auto shimming for high homogeneity magnetic field required for imaging (MRI/fMRI), single voxel spectroscopy (MRS), and spectroscopic imaging (MRSI), 3D shimming for volume imaging and CSI.
		(ii) Auto shim (global and voxel shim) should take minimum time to shim the magnet with patient in position (specify the time). 2nd Order Shim/High Order Shim should be offered as standard
		(iii) Specify number of shim coils including higher order.
2.	Patient Table	(i) Computer controlled subject table movement in vertical and horizontal direction.
		(ii) The vendor should supply fully motorized computer controlled table, with movements in vertical and horizontal directions for the main MRT patient table.
		(iii) Subject table should be able to take at least 140 Kg load.
		(iv) Emergency manual Traction of the subject from the magnet.
	b) Patient monitoring	(i) Patient monitoring devices for ECG, respiratory, pulse rate, oxygen saturation, ETCO <sub>2</sub> at the console etc. A comprehensive solution at patient side and at main console capable of gating the sequence protocols with respect to patient's heart (ECG) and respiratory rates.
	c) Patient Comfort Features	(i) Two-way Patient communication with headphone, microphone and necessary accessories.
		(ii) Patient audio alarm.
		(iii) Lighting.
		(iv) MR compatible Music system (complete) should be able to play inside the gantry.
		(v) One MR compatible patient trolley (to transfer patient to the magnet table)
		(vi) One MR compatible wheel chair

<b>Technical Specification</b>		
		(vii) Closed circuit TV and CCD video camera for patient monitoring.
		(viii) Provide other standard patient comfort devices, with quoted system (please specify).
3.	Gradient System a) General	(i) Actively shielded gradient system in X,Y,Z planes.
		(ii) Minimum Gradient Strength should be 60 mT/m or more along each axis and a slew rate of 200 T/m/s in each axis. Gradient strength should be such that minimum amplitude of at least 60mT/m and minimum slew rate of 200T/m/s
		Minimum rise time from 0 to 44mT/m should be 220µs.
		The system should have 64 independent RF receiver channels (which can be demonstrated)
		(iii) Quote the Slew rate at the maximum gradient strength.
		(iv) Specify the linearity of the gradients at full FOV.
		(v) 100% duty cycle for full FOV.
	b) Resolution Parameters	(i) Specify the minimum and maximum FOV achievable for the quoted MR system (preferable to have 10 - 500 mm FOV).
		(ii) Specify min. slice thickness in 2D and 3D modes at 128x128, 256x256, 512x512, and 1024x1024 matrices.
		(iii) The system should be capable of performing single shot EP1 (in 64x64, 128x128, and 256x256 matrixes) including, Conventional and fluoroscopic imaging in the three orthogonal and also oblique planes.
		(iv) Effective cooling system for gradient coil and power supply, for uninterrupted operation during summers also. The system should have efficient and adequate provision for eddy current compensation.
4.	RF Transmitter, Receive, Coils	The vendor should quote the latest RF transmit technology available with them globally, as per the datasheet.
	a) RF Transmitter	(i) A fully digital RF system capable of transmitting enough power (please quote the value) (as per FDA guidelines), and the operating frequency should cover 1 H, and 31P nuclei (for multinuclear spectroscopy of 1H/31P)
		(ii) Specify max, transmitter RF power available (at 50 ohm impedance).
	b) RF Receiver	(i) Optical/ Digital RF receiver system with/ high efficient RF receiver system / or its equivalent located on the magnet inside the shielded active room
		(ii) System should have 64 independent RF receiver channels (which can be demonstrated)

<b>Technical Specification</b>		
		Please provide the list of coils/coil-combinations that use this configuration.
		(iii) Specify the RF receiver bandwidth for each channel.
		(iv) The system should have necessary hardware to support quadrature phased array and flex coils.
	c) RF Transmit Technology	(i) Latest RF transmit system (like Multi-transmit/ Multi Drive transmit system/ True form) with at least two independent output channels should be offered to improve B1 uniformity and signal homogeneity and to reduce patient induced in-homogeneities.
	d) SAR limits	(i) SAR limits should be as per FDA guidelines for all protocols, including neuro/ abdominal imaging.
	e) Coils	(i) The number of channels and number of elements for each coils should be the maximum that the vendor has in their product list. All coils (other than coils for exclusive spectroscopy, like surface coils) should be compatible for parallel acquisition. In case the vendor does not have or manufacture a particular coil, third party coil(s) can be provided. However, it is the responsibility of the vendor to provide necessary interface (both hardware and software) to make the coil work with appropriate RF sequences, etc.).
		(ii) Head coil 64 Channel Head Neck, for high resolution brain, brachial plexus, nerve imaging, EPI/ DTI applications, Compatible with fMRI projection device quoted with the system. The coil should have built in shim arrangement for high resolution.
		(iii) Separate coil for Head neck at least 16 channels or more for routine brain/Neurovascular exams should also be quoted as standard . A inbuilt shim system in the head coil for improved imaging would be preferred
		(iv) Spine array coil (32 Channel or more) with built in sensor for motion detection or equivalent for motion detection.
		(v) Body array coil / Phased Array coil with atleast 44 channel imaging for maximum z-axis FOV of 50cms in combination with spine and single or combination of anterior coils.
		(vi) Dedicated Shoulder array coil (16 channels), if a dedicated coils is not available with the vendor, then the vendor has to quote equivalent coil (for e.g., if Flex coil is offered, then the number should be in addition to the previously quoted coil.
		(vii) Dedicated Wrist coil (16 channel).
		(viii) Dedicated Knee imaging Transmit/Receive 15 Channel or more).



<b>Technical Specification</b>		
		(ix) Dedicated Peripheral coil or whole body coil with a coverage of at least 80 cms (with a maximum combination of 2 coils).
		(x) Eye/ear coil.
		(xi) Flex coils in available sizes (minimum 2) for extremity imaging at least 4 channel
		(xii) Dedicated foot/ankle coil, minimum 8 channels or more.
		(xiii) The supplier should quote coils or their combinations exclusively for each application. The number of coils should be as per the BOQ . It should be mentioned as independent coils and not having overlapping application.
	f) Coil Technology	(i) Integrated coil technology, latest as available with the vendor to be quoted: Equivalent of TIM/ GEM / Dstream or equivalent to be offered.
	g) Table Technology	(i) Bolus chasing with automatic/continuous moving table should be offered and should be available with fluoro triggered MR angiography for manual and fast swithchover in less than 1 sec for CE-MRA.
		(ii) Latest table technology available with the vendor (globally) should be offered.
	5. Computer Control System	(i) The vendor should supply the latest computer system along with the MR system, to handle all the latest applications available on the MR platform.
		(ii) During the warranty period, any software updates that are launched globally should be supplied and installed.
	a) Host Computer and Array Processors	(i) latest state-of-art computer system with sufficient RAM (32 GB or more) and computational speed to match the single shot Echo Planar Imaging (EPI), interactive angiogram, multi-planar Three dimensional (3D) reconstruction, surface rendering and dynamic imaging, vascular imaging/ angiography, and adequate storage for images and other Applications.
		(ii) Necessary image processor with sufficiently large RAM.
		(iii) (4 GB or more) for ultra fast image reconstruction, capable of performing real time image reconstruction.
		(iv) Total hard disk memory capable of storing a minimum of 2,00,000 (two lakh) images.
		(v) Monitor 19" or more Medical grade monitor (3MP) with enhanced graphics accelerator.

<b>Technical Specification</b>		
		(vi) One measurement (Main) console capable of data acquisition and all online calculations (as required for all sequences in the tender, section 6), and Post processing (as required for all applications in the tender, section 7).
		(vii) Licenses for acquisition (as required for all sequences in the tender, section 6), post processing and for special packages should be given explicitly (as required for all applications in the tender, section 7), listing all the capabilities of the vendor's quoted product (basic standard package, premium packages, etc.).
		(viii) The main console/workstation should have pulse sequence software license that may be required to modify and run pulse sequences. If this is not possible, the vendor should provide the necessary hard and software necessary for such application (like laptop with system interface solution). Appropriate procedures (like research agreement) should be finalized before the installation of the equipment, so that there is no delay in operation of any requirement.
	b) Additional workstation	SERVER SYSTEM: (A Client - Server Architecture based solution, Minimum 20,000 concurrent slices, 2 no. floating /concurrent user license for all applications. DICOM 3.0 compatibility and interfacing with other modalities must be possible.
		CONFIGURATION: 1 no. Server and 2 nos. Clients/Nodes. 1 user license for each of the applications to be provided as standard.
		Licenses: 2 no. Concurrent license here implies the capability to process all the loaded software to be accessible and usable on all the clients/ nodes simultaneously without any processing delay. The software should also include a reputed antivirus software of a perpetual type or renewed by the supplier.
		Hardware: Client / Node: CPU unit , minimum 16 GB RAM, Medical grade monitor of 2MP resolution & size - 21" or more , mouse, keyboard.
		Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 2.5 Tera bytes, minimum 20,000 concurrent slice processing power and at least 64 GB RAM and octa-core 2.5GHz CPU. 21" or more TFT/LCD monitor.
	c) CD/DVD archival	(i) DVD RW drive for writing of images, spectra and raw data along with the necessary software for reading the images and spectra on DVD/CD storing capabilities.
		(ii) Provision for archival of k space data and raw (unprocessed) Images.

<b>Technical Specification</b>		
	d) Networking	(i) The vendor should provide Level 3 network Switch (with 32 nodes) or latest, to integrate the network,
		(ii) Protocol Ethernet TCP/IP standards based image transfer with DICOM 3.0 over standard Ethernet IEEE 903. (DICOM send, receive and DICOM query modes).
		(iii) The vendor should provide the connectivity the PACS.
		(iv) The network speed and cable should match the latest industry standards (eg. 10BaseT/100BaseT/1GB).
		(v) System should be configured with different IP series, so as not to clash with different equipment already existing in different departments.
		The vendor should provide necessary networking and configuration assistance with existing PACS, HIS, RIS.
	e) Film Documentation	DICOM compatible, dockable, latest state of art Dry Laser Camera with more than 500 dpi, capable of storing/printing images of 1024 x 1024 (or higher, if available) matrix size in various matrix formats (including 16 format) without loss of digital resolution to be made available on any of the console and on the films (Afga/Fuji/Kodak), with three online tray system should be supplied . Should have DICOM interface to hook Dry Laser Camera.
6.	a) Data Acquisition	(i) The system should be capable of 2D and 3D acquisitions in conventional, fast & ultra fast spin echo and gradient echo modes so that real-time online images can be observed if needed. All the sequences that are available with the vendor at the time of quote/ delivery should be provided as per their manual.
		(ii) 2D multi slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).
		(iii) Up to 1024 x 1024 matrix acquisitions preferred for all applications. Wherever 2048 matrix available, please mention.
		(iv) Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR.
		(v) 3D volume, multiple contiguous slabs, multiple interleaved and multiple overlapping slabs.
		(vi) Slice thickness in 2D and partition in 3D to be freely selectable.
		(vii) Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.
		(viii) Dynamic acquisition; number of repeat scans with delay time either identical time interval or selectable.

<b>Technical Specification</b>		
		(ix) Auto slice positioning from the localizer images.
		(x) Maximum off center positioning both anterior posterior and lateral direction and should be selectable.
		(xi) Gating: physiological signals like ECG, pulse, respiratory', External signal triggering (interlace for triggering input pulse from external source). The provision should be available at the console also [for FMRI, EEG etc).
		(xii) Simultaneous acquisition, processing and display of image data in 2D multi-slice mode.
		(xiii) Selection of voxels from oblique slices should be possible while doing spectroscopy.
		(xiv) Artifact reduction/imaging enhancement/image filtering/ image subtraction/addition/ multiplication/ division techniques:
		(xv) Flow: 1st and 2nd order flow artifact compensation.
		(xvi) Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.
		(xvii) Graphic prescription.
		(xviii) Fat saturation techniques: frequency selective RF pulses to suppress fat signals in the measured image FOV, ROI selective (regional) fat suppression should also be given.
		(xix) Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV.
		(xx) Phase contrast capability in 2D and 3D mode.
		(xxi) Image intensity correction.
		(xxii) Breath hold acquisition.
		(xxiii) EPI mode.
		(xxiv) DTI with MDDW or equivalent with a minimum of 12 and selectable up to 128 direction encoding
		(xxv) Data acquisition in all three standard planes (axial, sagittal, coronal) and oblique and double oblique planes or more oblique planes.
		(xxvi) Higher matrix acquisition capability in single shot EPI. Acquisition time. TR, TE and slice thickness should be clearly mentioned and supported by data sheet reference.
		(xxvii) The vendor should offer multi coil acquisition in order to Optimize through put increase and increase effective FOV. Individual acquisition elements of every coil should be mentioned.

<b>Technical Specification</b>		
	b) Imaging Pulse sequences	(i) All standard and special pulse sequences available at the time of quote/ delivery should be offered and quoted in the bid. If the vendor does not have any particular sequence/s but offers a work in progress (WIP) sequence/s, then it should be provided without any pre-condition like asking the Institute to sign any agreement for this purpose. This also applies to any post - processing software that is offered which is WIP.
		(ii) The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.
		(iii) Spin echo (SE): multi-slice single echo, multi-slice multiecho (8 echo or more), SE with symmetrical and asymmetrical echo intervals and fast spin echo, MT-SE imaging sequence.
		(iv) Inversion recovery (IR): including short TI modified IRSE, FLAIR, DIR (Double Inversion Recovery).
		(v) Gradient echo (GE): with transverse gradient/RF spoiling, and transverse gradient re- phasing, e.g., GRASE or equivalent etc. 3D gradient echo with shortest TR and TE, free choice of flip angle selection, while maintaining SNR.
	Fast sequences	i) Fast spin echo and GE sequences in 2D and 3D mode with T1, T2 and PD contrast capable of acquiring maximum number of slices with a given TR a minimum TE, echo train should be at least 128 or more in fast spin echo mode.
		ii) Half Fourier acquisition capabilities should be available with/without diffusion gradients and in combination with/ fast spin echo.
		iii) Fast inversion recovery with spin echo.
		iv) Fast gradient spin echo IR multi-slice multi-echo mode with maximum ETL. Sequences should incorporate RF focusing to acquire ultra-fast gradient spin echo.
		v) Fast gradient echo sequence should incorporate RF spoiling and other technique to acquire images in ultra-fast 2D and 3D modes.
		vi) Fat and water suppressed imaging sequences.
		vii) EPI optimized sequences (with and without fat suppression).

<b>Technical Specification</b>		
		(viii) For T1, T2, PD imaging, perfusion, regular diffusion values (at least 5b, 3 directions) EPI FLAIR, EPI-1R, EPI FLAIR diffusion tensor, EPI MT FLAIR, tensor diffusion (at least 16b values, and 128 directions) and diffusion studies. Suitable artifact/ fat suppression techniques to be incorporated in the sequences to have optimum image quality.
		(ix) There should be capability of calculating ADC map (isotropic and anisotropy from the regular diffusion and tensor data).
		x) Optimized sequences for special applications.
		(xi) Multi-band EPI: Simultaneous Multi Slice Accelerate Advance applications for Neuro & Body
	Optimized sequence Packages	Mention all available packages.
	c) Neuro	(i) All T1 (2D, 3D), T2 (2D, 3D), IR (2D, 3D), DUAL IR (2D, 3D) sequences.
		(ii) Sequences for internal ear imaging for visualization of fine structures like cranial nerves (appropriate sequences like CISS, etc or equivalent!, Mention the sequences provided.
		(iii) 3D sequences for internal auditory canal imaging.
		(iv) Dynamic imaging of pituitary using appropriate sequences.
		(v) Whole spine T1, T2, IR sequences.
		(vi) Whole neuro examination with automatic planning, scanning and post processing, with single localiser positioning, without changing the coils/ repositioning.
		(vii) 2D / 3D ASL.
	d) Angiography	(i) MR angiography: 2D/3D TOF, 2D/3D Phase contrast (with and without gating) and magnetization transfer saturation, black blood angiography for cerebral, pulmonary, abdominal and peripheral vessels.
		(ii) For peripheral moving table angiography should be offered covering hip to limbs to be examined in one go with high resolution and high SNR.
		(iii) Bolus tracking software package.
		(iv) Sequences for breath hold angiography with contrast enhancement.
		(v) Sequences for time resolved angiography with contrast Kinetics.
		(vi) ECG triggered non contrast angiography.

<b>Technical Specification</b>		
		(vii) Contrast bolus tracking (including single shot whole body MRA, interactive and automatic tracking, etc.).
		(viii) Perfusion study in organ systems like kidney, brain, etc, with T1 perfusion with permeability maps, and quantitation of Rcbf/ rCBV, MTT, etc, with colour maps.
	f) Diffusion/ DTI	(i) Sequences package for diffusion including DTI (tractography) study in organs like brain, kidney, muscle, heart, spine, breast, etc.
		(ii) There should be capability of calculating ADC map (isotropic and anisotropic from the regular diffusion and tensor data).
		(iii) MR diffusion tensor imaging package with tractography.
		(iv) MR neuro functional imaging sequence package (incl. Mosaic, etc).
		(v) Zoom IT/ Resolve or equivalent, Application for high resolution for small FOV diffusion imaging
	g) Body Imaging	(i) Flow quantification in vessels and CSF, hepatobiliary system.
		(ii) Fly through facility with Flow analysis including display of various velocity values.
		(iii) Optimized breath hold sequences for abdominal studies including angiogram.
		(iv) MR Cholangiography and Pancreatography: Specialized sequences and processing to perform MRCP.
		(v) Pulmonary 2D/3D MRA sequence, including single breath hold sequence.
		(vi) MR ventriculography, cisternography, myelography.
		(vii) Single sequence to acquire four different contrast (inphase, out of phase water only, fat only). The same technique should be used in other sequences, for dynamic portography/ T1 quantitative analyses.
		(viii) Parallel acquisition techniques including new sequences. Specify the technique used and the factor by which the acquisition time is reduced for similar acquisition with and without parallel imaging technique. Mention the sequences.
		(ix) Flow quantification packages for CSF with dynamic CSF flow imaging, aqueduct and spinal canal.
		(x) Radial/Spiral pulse sequences for ultrafast imaging.

<b>Technical Specification</b>		
		(xi) Suitable artifact/fat suppression techniques to be incorporated in all the sequences to have optimum image quality.
		(xii) A sequence for differentiation of fluid and carriage in ortho applications (sequences like DESS or equivalent).
		(xiii) Susceptibility artifact correction techniques to be incorporated in all the sequences to have optimum image quality.
	h) SWI	(i) Sequences for susceptibility imaging.
	i) Prostate Imaging	(i) Sequences for imaging of prostate.
	j) Whole Body Diffusion and STIR, Angiography	DWIBS OR equivalent, whole body imaging using Inversion recovery sequences, whole body MR angiography.
	l) m-Dixon	(i) Provide sequences like m-DIXON for all applicable sequences, m-Dixon - HD or equivalent.
	m) Relaxometry	T1 mapping T2 mapping with necessary post-processing' s/w.
	n) Motion correction	(i) Sequence for in-line motion correction for uncooperative patients/ children (with software and acquisition sequences like BLADE, PROPELLAR, Multivane or equivalent. (ii) Sequence with ultra short TE. (iii) Sequence for nullifying CSK pulsation artifacts.
		(iv) Whole body imaging (using body coil and surface coils).
		(v) Whole body diffusion weighted imaging (using body coil
		(vi) Automated fusion and composing for the above two (without any artifacts).
		(vii) Volume acquisition for Neuro applications.
o)	MR Spectroscopy	(i) System should have capability to perform multi planar proton. (ii) Proton MRS Sequences for single-voxel acquisition, with selectable fat /lipid saturation bands, options of water saturation (eg. VAPOR, CHRSS, etc) with all post-processing software, (iii) Proton Multi-voxel CSI [2-D and 3-D] acquisition and metabolite mapping with all necessary RF sequences (and post processing algorithms) with all post processing software. (iv) If separate coils are needed for carrying out MRS, it should be provided.



<b>Technical Specification</b>		
		(v) RF sequences for prostate, liver, musculoskeletal and brain (if there are any specialized/optimized sequence available, the same should be offered) with all post processing software.
		(vi) Water and lipid suppression in automated sequences.
7.	Post processing and evaluation	(i) Licences of all the post processing and evaluation packages should be provided for the main and additional console/Workstation.
		(ii) Specify clearly number wise the algorithms that need licenses and a statement whether these have been provided in both the main console and the additional workstation (Satellite console/ extended workspace).
	Special Application Packages	(i) The vendor must provide their specialized and optimized imaging sequences In the Main Acquisition Console; Post-processing packages Packages in the Main Acquisition Console and additional workstation.
		a) Neuro (Smart, exam/Ready Suite/ Smart Brain/ etc.)
		b) Body
		c) Oncology,
		d) Angio (including DSA approach, capturing arterial, capillary and venous phases in a single acquisition with a single bolus)
		e) Ortho and MSK, Metal artifact reduction software should be provided as standard for imaging of joints with prosthesis.
		f) Liver (including 3D T1 Fat sat for dynamic liver imaging).
		g) Paediatric
		h) Breast
		i) Prostate
		j) Necessary composing software for whole body applications. Smart Exam/ Smart Brain/ Ready Suite/Brain Dot Engine/ equivalent technique should be quoted in all available imaging packages.
	i) MPR	(i) Multi planar reconstruction (MPR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice increments.
		(ii) Surface Reconstruction and evaluation on reconstructed images with minimum time.
		(iii) MIP in displaying in cine mode 2D and 3D mode, Targeted/segmented MIP in any orthogonal axis with minimum processing lime and capable of displaying in cine mode.

<b>Technical Specification</b>		
	j) ADC perfusion, etc.	(i) Evaluation and display of diffusion images, ADC map, fMRI in reference of EPI optimized sequence
		(ii) Perfusion image evaluation with time intensity graph and other statistical parameters.
		(iii) Evaluation package for calculating rCBV, rCBF, MTT, perfusion map, corrected CBV calculation; Fusion of perfusion map with Contrast enhanced 3D T1 images etc. Mention the package /software offered with brochure.
		(iv) Flow quantification and evaluation far vascular (high & low) CSF, bladder outlet and cine display.
	Arterial Spin Labeling	2D/3D ASL processing and quantification package in main Labeling console/additional workstation.
	Liver Segmentation	Automatic Liver segmentation and volumetric analysis.
	k) BOLD analysis	(i) Evaluation of functional images of brain with appropriate statistical analysis algorithms, colour display and overlay on base anatomical images.
		(ii) Software for evaluation of functional mapping [BOLD Evaluation and Neuro-metabolite mapping.
	l) Tractography	Post-processing package for DTI and Tractography, estimation of ADC, FA (Lambda parallel, perpendicular separately and combined), Fiber tracking, fiber statistics, and display of fiber tracts on anatomical images.
	m) Image statistics	(i) Measurement of distance, area, volume, angle, mean, SD, image addition, subtraction, multiplication, division, interpolation, segmentation, threshold, histogram.
		(ii) Image filtering and Image fusion software.
		(iii) Software for co registering MRI/ fMRI/ MRS/ Metabolite mapping images with images from CT, PET, and SPECT.
		(iv) Evaluation features like zoom, rotation, scroll, roaming, image synthesis, multi point T1 and T2 calculation (more than 8) window stretching, text dialogues graphics, sorting, searchmfl, archiving, recalling etc.
	n) Spectroscopy	(i) Full post-processing for single-voxel MRS, CS1 (multi-voxel MRS), metabolite mapping with color coding (metabolic images) etc., for brain, prostate and for other application.
		(ii) Post processing should include FFT, base line correction, curve optimization, automatic phase correction, metabolite imaging, spectral mapping, magnetic- resonance spectroscopic imaging (molecular imaging) with naming and peak integral values for all in vivo metabolites.

<b>Technical Specification</b>		
	o) Advanced organ specific imaging	Any advanced organ specific imaging with automatic planning, scanning and post-processing application should be quoted.
	p) Silent MRI	Silent MRI for neuro protocols including T1W, T2W imaging without any loss of image quality on all sequences (like Neuro Silent/ Sllenz, or equivalent), with noise less than 80 dB. The quiet scanning should be without loss of SNR.
	q) Advanced Compress Sensing Imaging	System should have the Advanced Compressed Sensing Imaging for high speed image acquisition for brain, body, MSK . Also offer simultaneously multi slab acquisition for diffusion and fmri of the brain .
		i) Functional Imaging with package for BOLD imaging and processing package (capable of real time processing and display of colour-overlay (in real time) using Head coil being supplied with the system.
		(ii) Complete fMRI solution including audio visual projection (8D capable) system, with headphones with very good noise suppression (>30dB) (Preferable to have LCD/LED monitor projection.
		(iii) The system should be integrated with stimulus presentation/ paradigm generator software, along with permanent license (like Superlab, Nordicaktiva,
		(iv) The paradigm presentation should be synchronized with the scanner (fur starling along with measurements).
8	Functional MRI accessories and post-processing	(i) Functional Imaging with package for BOLD imaging and processing package (capable of real time processing and display of colour overlay (in real time) using 32 channel Head coil being supplied with the system.
		(ii) Complete fMRI solution including audio visual projection (3D capable) system, with headphones with very good noise suppression (>30dB) (Preferable to have LCD/LED monitor projection.
		(iii) The system should be integrated with stimulus presentation/ paradigm generator software, along with permanent license (like Superlab, Nordicaktiva, Sensevue –In vivo Presentation, etc),telemed
		(iv)The paradigm presentation should be synchronized with the scanner (fur starling along with measurements!
9.	Quality assurance and phantoms	(i) Phantoms for routine quality assurance for all coils (including body Coil)

<b>Technical Specification</b>		
11.	Standard MRI Accessories	i) Rechargeable Hand held metal detectors (2 Nos.)
		(ii) Walk through Metal detector with multiple sensor and multiple location LED (Zone III type) - 01 no.
		(iii) MR compatible Patient monitor ( <b>Annexure 1</b> ) and MR compatible Infusion pump ( <b>Annexure 2</b> ) (specifications are mentioned separately).
		(iv) High standard Ferro Guard should be installed at entrance of MR room to detect/alert ferromagnetic articles
		(v) (Unit price of lines and tubing's to be quoted separately for additional requirement.
		vi) a) MR Compatible Dual Pressure injector (minimum 2000 Gauss line)
		(b) Please quote the price of the consumables for the quoted MR Compatible pressure injector (for 1000 syringes and 1000 patient tubings), valid for a period of five years. This has to be supplied in a staggered manner, after consultations with the user. This is to be quoted separately.
		(vii) Unit price of syringe and tubing to be quoted separately for additional requirement.
		(viii) MR compatible anesthesia machine (Specifications are mentioned separately: Annexure 3).
		(ix) Two quantity: Non-magnetic IV stand.
		(x) Two quantity: Digital Patient Weighing Scale (in the range between 0 to 200 kg)
		(xi) MR compatible storage carts and wall mounted cabinets.
		(xii) Coil cabinets to be provided.
		(xiii) Network cable and other required materials for the complete installation to be provided by the supplier.
		(xiv) MR compatible crash cart 1 no.
		(xv) MR compatible instrument-trolley - 1 no.
		(xvi) MR compatible patient trolley (to transfer patient to the magnet table) with both vertical and horizontal movement with hydraulic operation and should take a minimum load of 150 Kg in both vertical and horizontal motion - 1 no.
		(xvii) MR compatible wheel chair (with cushion, back-rest and anti rest) - 1 no.

<b>Technical Specification</b>		
12	Antivirus s/w and Web updates	(i) All the Servers and Workstations in the network (MRI console, additional workstation, PACS workstation, fMRI workstation, etc) that is supplied by the vendor should be provided with antivirus software (periodically updated) for five years.
		(ii) The vendor should provide antivirus updates for five years and make sure of the updated antivirus every week (using automatic- updates with internet facility by the vendor).
		(iii) The vendor should ensure that all the above modalities include necessary connection, image & work list send/receive, image and data storage, scheduling, patient registration, and synchronization functions as per DICOM standards for smooth and effective integration to RIS/PACS.
13.	Other accessories	(i) Ten chairs with arm rest with medium back without casters.
		(ii) Table for the MRI console, MRI additional console/ Workstation. fMRI workstation.
		(iii) Necessary Desk, chair and Rack for the PACS Server & Workstation to be provided by the supplier.
		(iv) All the necessary interconnecting interfaces, cables, modules and other hardware and software to fully integrate the system for full operational status.
		(v) Emerson/Schneider/Legrand or equivalent Uninterrupted power supply (UPS) with sufficient capacity (appropriate rating as required for MRI and chiller) for 30 minutes back up of the full load MR system and its accessories during patient MR imaging.
		(vi) Diesel Generator with sufficient capacity , to support MRI Machine along with accessories(to be quoted separately)
		(vii) Two (quantity) MR compatible oxygen cylinders (for the anaesthesia system)
		(viii) Good quality air curtain at MRI entrance (for patient entry), to filter the dust and prevent the leakage of a/c.
		(ix) One high quality LED projector for conference room of reputed brand like Sony or equivalent.
		(x) Two laptops with latest operating system (specifications to be discussed with department of radiology) for viewing the images, reporting and making teaching presentation.

<b>Technical Specification</b>		
	Image Storage Solution	(X) Image Storage Solution: The existing system Syngo Imaging XS and Syngo Plaza Need to be augmented by a PACS system capable of storing DICOM data from DICOM modalities, 100 TB Image storage system to enhance the workflow and be ready for 100% redundancy to provide 100% backup for existing stored data in Syngo Imaging XS and Syngo Plaza. The system should allow high speed transmission and viewing of Data with adequate security measures against viruses, unauthorized access, and encryption to prevent misuse.
14.	Training	Advanced training to be provided by the vendor at the site for Faculty, Residents, students and Radiographers, so as to Benefit the latest applications available on the system. The Training should be minimum period of 12 weeks, staggered.
15.	Installation on Site Modification basis	(i) The system should be installed and handed over in working condition, with all the necessary electrical, air conditioning and civil works undertaken by the vendor in Consultation with the user department.
		ii) All the necessary interconnecting interfaces, cables, modules and other hardware and software to fully integrate the system for full operational status.
		(iii) Installation and integration of the uninterrupted power supply (UPS), as quoted in 1 3(v) and (vi).
		(iv) Generator with sufficient capacity for operation of MRI (including powerful gradient sequence), accessories, air conditioning, etc (minimum capacity should lie 300 KVA), The necessary cabling from the generator including the panel to be provided.
		(v) The Site-Modification items, UPS, Generator and other local items have to be quoted in Indian rupees only.
		(vi) Water/ Air chiller should be of good quality, with Performance guaranteed during summer months also.
	Civil works	(i) Fire alarm (along with new/ existing panel) should be provided in all rooms, wherever site modification is being carried out, and in the rooms (in the MRI section), where there is no fire alarm. The vendor should discuss with the engineering section and the department before quoting for Site Modification.
	Air- conditioning works	(ii) Air-conditioning that is required for the MRI equipment, examination room, and Console areas have to be carried out by the vendor with a new unit. Proper ducting and other necessary work have to be carried out without damaging existing structure. The vendor should discuss with the engineering section and The department before quoting for Site Modification,

<b>Technical Specification</b>		
		(iii) Necessary adequate air-conditioning units. The vendor should discuss with the engineering section and the department before quoting for Site-Modification.
		(iv) The installation of the MR system should be complete with all accessories.
16.	Special Conditions	Please see Annexure for special conditions, including warranty and CMC.
	1.	Original Product Datasheet of main unit and all accessories, including third party items to be provided.
		All agreements should be binding on Principal. The principals should be responsible for any lacuna or deficit in service or supply.
	2.	All items in the supply order should be supplied during the time of installation. No exceptions will be allowed.
	3.	Items under Research Agreement should be finalized well in advance after receipt of supply order, so that there is no delay in delivery of software or coil or any other accessories.
	4.	Software upgrades/ updates (where hardware upgrades are not required) like new pulse sequence, new application package. etc, should be provided within one month after release worldwide (any country, viz. North America / Europe /Germany, etc). In case, the same is not provided in time, the parent company should undertake the responsibility to implement the same. This is to make sure that the machine Slavs updated with similar products for at least five years.
		<b>WARRANTY PERIOD</b>
	5.	The warranty period of the 3T MRI system commences from the date of handing over (from the date of issue of Inspection Note) the fully functional unit of all coils and the accessories supplied (such as UPS including batteries replacement as when Required, AC, etc.)including third party items such as MR compatible infusion pump, patient monitor with probes, MR compatible anesthesia machine and Ferro guard to the Institute, against Manufacturing defects of material and workmanship. The Helium Supply and cold head repairs (including replacement, if needed) should be included in the warranty period.
	6.	Note : any Liquid Helium filling, due to quenching or due to any other causes during the warranty period shall be borne by the firm (except purchaser's fault)
	7.	If a particular coil is not working for more than 5 days and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5 days for each day that it is not working.

<b>Technical Specification</b>		
		POST GUARANTEE ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT (CMC):
	8.	The post-warranty (after 5 years) CMC should be comprehensive and should include helium and cold head (repair and / or replacement) + labour + spares for the complete system which includes all the accessories supplied such as UPS, Generator, AC, etc. (including all consumables like batteries for UPS, and maintenance for another 5 years. This CAMC should be quoted in Indian rupees.
	9.	Note any Liquid Helium filling due to quenching or due to any other causes during the CMC period shall be borne by the firm.
	10.	If a particular coil is not working for more than 5 days and due to which patient work suffers, the firm will be asked to pay penalty of half-a-day beyond 5 days for each day that it is not working.
	11.	A architectural drawing is attached for the vendors for their site modification price quote. The actual drawing and planning can be worked by the vendors in consultation with their architects, the user department and the engineering section of MCH block
		The vendor should quote the cost per sq. foot area for the civil work In addition to overall cost.
	12.	The vendor must fill in the details (like values, Make and model, etc.) so as to specify whether they satisfy the tender by handling each row of this compliance statement. The vendor should mark "Yes or No or Not Available" wherever applicable.
17.		SITE MODIFICATION WORK - 3 T MRI SYSTEM
	1.	The Site Modification Scope of Work 3 T MRI
		The vendor should inspect the site at Maternal and child block before quoting and ensure that the unit can be installed in the available space without any functional.
	i.	Complete equipment layout site plan and details of work (BOQ) should be part of technical bid.
		Provisions should be made for placing the various accessories in console room, work- station and printer locations.
		It should also include Door with glass peeping window, warning indicators and signage, false ceiling, GVT floor tiles and wall tiles/ Paneling/painting.
		All site modification works should comply with specified standards of the hospital.
	ii.	While preparing the plan, the following aspects have to be addressed.



<b>Technical Specification</b>		
	iii.	Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
	iv.	RF shielding for doors, walls, glass viewer etc.
	v.	Furniture like desk chairs, shelves etc.
	vi.	Patient stretcher and other furniture/ accessory to make the scan centre functional.
	vii.	The cost of Site Modification for the area 1000 sq. ft as per annexure and Air-conditioning of Tonnage 25TR (including standby unit/s). will be considered for Ranking / Evaluation purpose.
	viii.	Moreover Bidders will have to quote the Unit Rates of the following components of Site Modification work. The actual area of site modification work done will be considered for payment on prorata basis, based on the unit rates and site measurements.
	1.	Civil works
	2.	Electrical work
	3.	Air Conditioning  HVAC)
	4.	Fire Alarm at Detector
	5.	Interior Furnishing & Furniture
	2.	Scope of work for Site Modification MRI unit works
		The supplier should inspect the proposed site and submit all the detailed equipment layout drawings and BOQ for the proposed MRI Scan Centre along with technical bid of the tender.
		The MRI SCAN CENTRE shall consist of the following rooms:
	i.	MRI Room Gantry
	ii.	Console room
	iii.	Electrical room
	iv.	UPS room/ equipment room
	v.	Patient preparation and changing room
	3.	Civil work :
	i.	Civil construction work including construction / demolition / alteration of brick wall, plastering, flooring as per the approved plan and equipment layout plan.
	ii.	Concrete reinforcement required for MRI equipment area, if required.
	iii.	Platform for unloading and shifting the MRI should be provided if necessary.
	iv.	Platform for Chiller unit if needed. Fencing and weather protection facility should be provided for the Chiller unit.

<b>Technical Specification</b>		
	v.	Cable tray, trench & channel - necessary trenches, cable tray and channels at required location would be provided.
	vi.	All the construction work to be done as per the final plan approved by the purchaser.
	vii.	Active and Passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.
	viii.	False Ceiling to floor ceramic wall tiling in: Console room, Patient preparation room.
	4.	Flooring :
	i.	5mm Hospital grade Vinyl Flooring of reputed brands (eg. Armstrong, Gerflor, Tarkett or equivalent) for MRI Examination Gantry room.
	ii.	600 x 600 mm vitrified tiles with 100mm tile skirting to match in other rooms.
	iii.	50 mm thick cement concrete flooring with 5mm Vinyl flooring in MRI equipment / UPS room.
	5.	Painting :
	i.	Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in MRI equipment / UPS room and electrical room etc.
	ii.	Pre laminated particleboard wall paneling in MRI examination - Gantry room.
	6.	False Ceiling :
	i.	Lightweight Aluminum ceiling panels, acoustical-treated, supported an grid or finished seamless with support above ceiling. Powder coated finish (color to be approved by institute). The False ceiling inside RF cage as per equipment and RF cage requirement and design. Ceiling height to suit the equipment mount and clearances.
	7.	Electrical Work:
	i.	The supplier shall be required to specify the total load requirements for the MRI scan centre including the load of air conditioning, room lighting and for the accessories if any. The mains supply line will be provided by the Institute up to one point within the MRI Scan centre area. The distribution panel shall be provided by the vendor. Few lights in each room shall be connected to the UPS to provide emergency backing.
	ii.	The electrical work shall include the following:

<b>Technical Specification</b>		
	iii.	Wiring - All interior electrical wiring as well as wiring for Diesel generator chiller and outdoor a/c units with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. The wires shall be of copper of different capacity as per the load and should be renowned make as listed below. Electrical Earthing for all equipment & accessories supplied shall be provided by the vendor. The earth-pits should be located as per the approved by the Institute.
	iv.	Switches light and power points should be of modular type and of standard make as listed below :-
	v.	LED light fittings with minimum 500 Lux Illumination.
	vi.	MRI compatible lights for MRI examination room. The lamps/bulbs used within the RF cage should be easy replaceable and locally available.
	8.	AIR CONDITIONING: minimum 25 TR (The vendor to verify that the capacity is adequate)
	i.	Duct-able split air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. The Air conditioning should be designed with standby provision to function 24 hours a day.
	ii.	The outdoor units of AC should be located as approved by the Institute and should have full coverings to prevent theft and damage.
	iii.	Copper pipes and valve panel to be used for the Chiller to the MRI.
	iv.	Environment specifications:
	a.	Humidity range: Relative humidity 60% and 80% in all areas except equipment room which shall be as per requirement of the equipment.
	b.	Temperature ranges: 22 + /- 2" C in all areas except equipment room which shall be as per requirement of the equipment.
	c.	Air conditioning load: The heat load calculations and maintaining tie desired temperature and humidity shall be the responsibility of the bidder.
	9.	Furniture:
	i.	Revolving chairs height adjustable, medium back with hand-rest in the Control room, Radiologist room and viewing area. 8 NOS.

<b>Technical Specification</b>		
	ii.	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. - 3 NOS.
	iii.	Drug trolleys for patient preparation area. - 1 NO.
	iv.	Name boards for all rooms.
	v.	Tables for Workstation and Radiologist in reporting room. 4 NOS.
	vi.	All furniture items should be of standard make as mentioned in the table below.
	10.	Fire alarm & Detector :
	i.	Fire alarm (along with new/existing panel) should be provided in all rooms, wherever site modification is being carried out, and in the rooms (in the MRI section), where there is no fire alarm. ) Fire alarm shall comprise of fire panel, smoke / heat detectors. The vendor should discuss with the engineering section and the department before quoting for Site-Modification.
	ii.	Fire extinguisher Dry CO2 type as required for the building safety. - One per room.
	11.	Miscellaneous :
	i.	LED X ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. 2 NOS.
	ii.	Cabling of Network (LAN) connectivity for camera system, console system, workstation, servers and computers etc.
	iii.	Cabling for Broadband connection: for REMOTE SERVICE of MRI system.
	iv.	MR compatible piping and outlets( 4 lines) for Medical Air, Oxygen , Vacuum and N2O. To be provided in the Gantry room. The Hospital gas lines will be terminated outside the MRI area.
	12.	<b>LIST OF ITEMS AND SUGGESTED MANUFACTURERS.</b>
	<b>ITEM</b>	<b>PREFERRED MAKES</b>
i.	FLOORING VITRIFIED TILES	Soraanv, Kajaria , H&R Johnson, RAK india
ii.	PAINT	Dulux, Asian Paints ,Nerolac
iii.	ELECTRICAL	iii. ELECTRICAL
iv.	CABLES	Finolex. Havells .V-Guard
v.	SWITCHES	Legrand, L&T, Crabtree, Roma
vi.	DISTRIBUTION BOX	MCB Legrand. L & T, Siemens, Havells
vii.	LIGHT FITTINGS	Phillips/ Crompton / KesselecSchreder / Wipro
viii.	AIR CONDITIONING	Daikin/ Hitachi / Blur star/ Voltas

<b>Technical Specification</b>		
ix.	FURNITURE	Hermen Miller, Godrej, Featherlite, Wipro

<b>Annexure-1</b>		
<b>Mri Compatible Patient Monitor</b>		
<b>Sl.No</b>	<b>Technical Specification</b>	
1.	It should be a fully Non-Magnetic multi parameter portable patient monitoring solution, designed to be small, easy to use and light weight.	
2.	MRI vital sign monitor able to travel with the patient.	
3.	It should be 30000 Gauss complaint so that it can be placed anywhere in the MR room (up to 3Tesla MRI)	
4.	It should help in Increased staff efficiency by simplifying inter-department transfer and Faster emergency response with the monitor docked to the patient's bed.	
5.	The unit should come with wireless vital sign 3 or 5 lead ECG with trusted artifact free spO2 technology.	
6.	The unit should come with wireless control room light weight monitor with base station having back up charging dock.	
7.	Clinical features : Standard	
	—SpO2 with perfusion indicator : Wireless	
	—ECG : 3/5 Lead : Wireless	
	—Non-Invasive Blood Pressure	
	—Dynamic Trend Indicators	
	—Tri-colored alarm light	
	—Full gas module with ETCO2 Sidestream	
	—Invasive Blood Pressure	
	<b>—Accessories, MR compatible Laryngoscope</b>	
1	should provide the Pediatric & Adult SPO2 probes — 03 each.	
2	Should provide the Pediatric & Adult (Large and extra large) BP cuff — 03 each.	
3	should also quote the price for SPO2 probes & BP cuff (adult & Pediatric) separately for further purchase if required.	
	Should be European CE/ USFDA or BIS approved.	
	All the probes and accessories both for adult and pediatric age group should be provided for 10 years.	
<b>Annexure -2</b>		
<b>MRI Compatible Syringe Infusion Pump</b>		
<b>Sl. No</b>	<b>Technical Specification</b>	
1.	The MR Safe pump should be adaptable both as a syringe pump as well as a volumetric pump.	
2.	It should be designed for use in MR environment and not adopted for the purpose (should not be a non MR pump in an RF cage).	
3.	It should have a non magnetic ultrasonic motor to provide accurate fluid delivery from infants to adults with capability of delivering two drugs simultaneously.	
4.	It should come with a 10 digit keypad entry system for ease of programming.	
5.	It should be 10000 Gauss compliant so that it can be placed	

	anywhere in the MR room.		
6.	It should have a large LCD display providing high visibility.		
7.	Expanded delivery range of the pump should be 0.1 — 1400 ml / hr.		
8.	It should have a long life lithium polymer battery pack for more than 10 hours back up once fully charged.		
9.	The syringe set should be self vented type with a very low priming volume.		
10.	The system should be field upgradable to pulse oximeter monitoring.		
11.	The downstream occlusion pressure should be adjustable from 1 — 10 psi to suit various cannula sizes and viscosity of the drug to be infused.		
12.	There should be an air inline ultrasonic bubble detector.		
13.	It should have a 360 degree visible green / red bright flashing alarm light indication sufficiently big to be observed from control room itself in event of any alarm situation or for regular drug delivery confirmation.		
14.	Optionally an MR Safe free standing IV pole & a wireless remote control which can control the pump in a seamless bidirectional manner using 2.4 GHz spectrum should also be quoted along with the main system.		
15.	Should be European CE/ USFDA or BIS approved.		
16.	All the accessories including batteries should be provided for 10 years.		

### Annexure-3

#### MRI Compatible Anaesthesia Machine

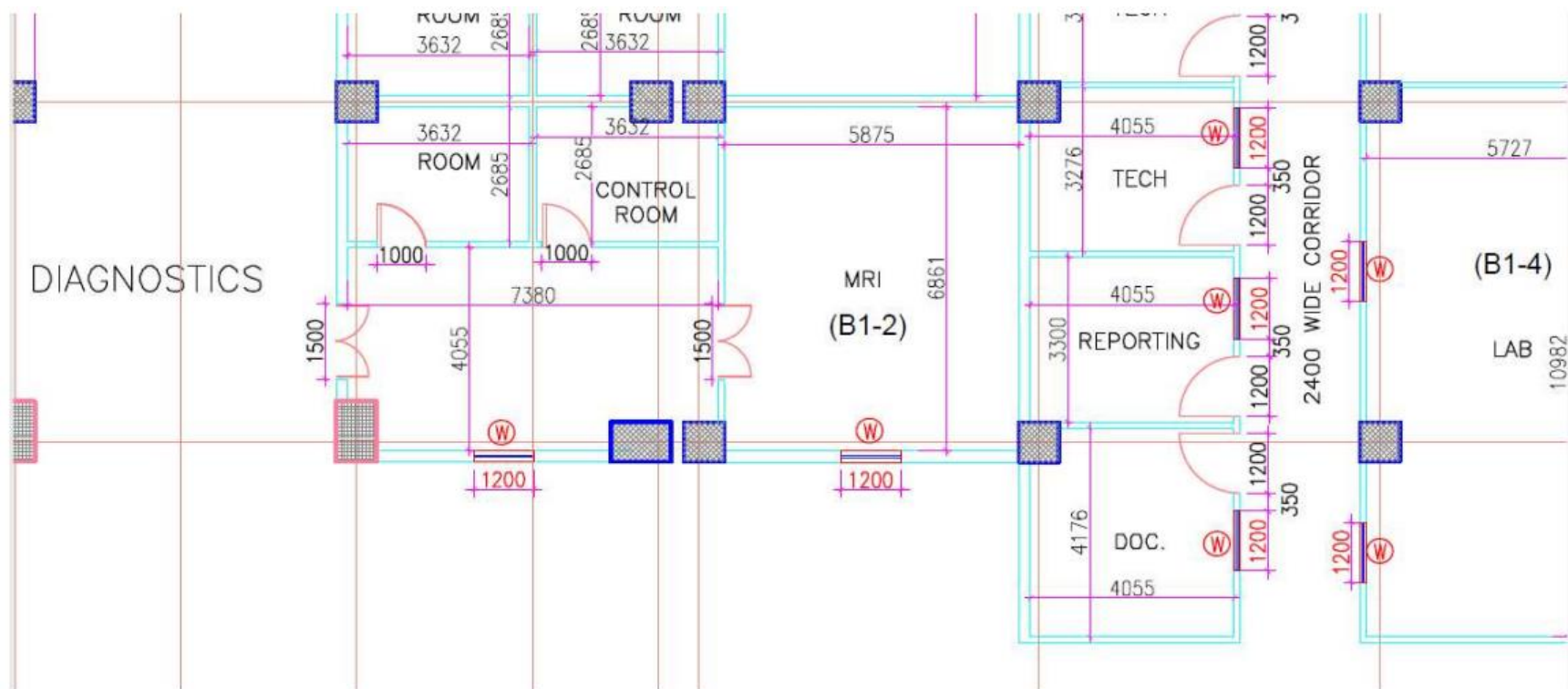
Sl. No	Technical Specification		
	The system should be compatible with 3 T MRI systems (minimum 400 Gauss line) since it will be used with other MRI systems in case of need/ emergency. Should be, antistatic, heavy frame & base with good quality casters with front brakes, with following features :		
1	Three gas model viz Oxygen, Nitrous oxide and Air.		
2	Should be compact, ergonomic, easy to use and easy to maintain.		
3	Should have separate fresh gas outlet for use in open circuit.		
4	Machine should have flow meters for Oxygen, Nitrous oxide and air. Emergency Oxygen flush should be available. There should be facility to select oxygen-air or oxygen-nitrous oxide with the help of a separate switch or knob.		
5	Flow sensing capability/pneumatic ventilator at inhalation and exhalation ports.		
6	Should have paramagnetic/ galvanic cell oxygen sensors. In case of galvanic cell sensors, the firm should supply free sensors for the entire warranty period of 5 years. In case of Paramagnetic sensors, the firm shall ensure that there is no down time during repair of these sensors (if necessary) and provide a standby alternative.		
7	Shall have back-up Oxygen Control which provides an independent fresh gas source and flow meter control in case of failure.		

8	Pressure regulators shall be of modular design.		
9	Should have oxygen fail safe device & an auxiliary built in oxygen flow meter.		
10	Electronic or Mechanical Hypoxic Guard to ensure minimum 25% Oxygen across all O <sub>2</sub> -N <sub>2</sub> O mixtures.		
11	Oxygen Failure Warning by audible alarm should be provided.		
12	The consumables like appropriate length of circuit, tubings, lines, etc should be provided for adults, Pediatric and neonates.		
13	Facility of mounting minimum two Vaporizers, latest technology, key filler, selectatec type, tool free installation, meaning any vaporizer of our choice can be mounted at will with interlocking facility. It should be preferably of the same make as that of machine.		
14	Temperature, pressure and flow compensated with high accuracy of delivered concentration of volatile Anesthetic agent. Should be maintenance free.		
15	Vaporizers should be supplied (Sevoflurane).Two vaporizers will be preferred if available.		
16	The Machine should have an Integrated Anaesthesia Ventilator System, facility to vary respiratory parameters and should be able to ventilate adult and Pediatric patients including infants.		
17	Ventilator/pneumatically controlled time cycled ventilator should have Controlled, Manual, Spontaneous modes.		
18	Tidal volume (inspired and expired) respiratory rate, 1:E ratio, minute volume Airway pressure & FiO <sub>2</sub> .		
19	Should have Tidal volume and fresh gas compensation mechanism.		
20	Tidal Volume (VT) 20-1500ml (Volume Control), Rate at least 4-80 BPM.		
21	Inspiratory / Expiratory ratio (I :E) 2:1 to 1:6 & Peak Flow -100 to 120 L/min.		
22	Ventilator should have at least 30min rechargeable battery backup for ventilator.		
23	Machine should have an integrated breathing circuit with circle absorber of good quality, easy to clean, autoclavable, fewer parts to reduce leaks.		
24	Machine should have mounting capability of One O <sub>2</sub> and one N <sub>2</sub> O pin-indexed cylinder.		
25	Adult autoclavable (2 sets) breathing circuits & one paediatric circuit to be provided.		
26	Vaporizers : Isoflurane and Sevoflurane-01 No each		
27	The Machine should be equipped with AGSS.		
28	All the accessories should be provided for 10 years.		
29	Anesthesia workstation should be USFDA/ European CE or BIS approved		
30	Patient circuit for adult and Paediatrics- 2 Nos each		
<b>BILL OF QUANTITY</b>			
<b>S. No</b>	<b>ITEM</b>	<b>Qty</b>	<b>UOM</b>
1	Whole body 3.0 Tesla Magnetic Resonance Imaging system As per tender specifications	1	No
2	Head coil 64 Channel Head Neck	1	No

3	Separate coil for Head neck at least 16 channels or more	1	No
4	Spine array coil (32 Channel or more)	1	No
5	Body array coil / Phased Array coil 44 channel	1	No
6	Shoulder array coil (16 channels)	1	No
7	Wrist coil (16 channel)	1	No
8	Knee imaging Transmit/Receive 15 Channel or more.	1	No
9	Peripheral coil or whole body coil	1	No
10	Eye/ear coil	1	No
11	Flex coils 4 Channel	1	No
12	foot/ankle coil minimum 8 channels or more	1	No
13	Monitor 19" or more Medical grade monitor (3MP)	1	Nos
14	3 network Switch (with 32 nodes)	1	Nos
	<b>ACCESSORIES</b>		
15	Rechargeable Handheld metal detectors	2	Nos
16	Walk through Metal detector with multiple sensor and multiple location LED (Zone III type)	1	No
17	MR Compatible pressure injector As per tender specification	1	No
18	MR compatible anesthesia machine with accessories	1	No
19	MR compatible Patient monitor with accessories	1	No
20	MR compatible Infusion pump with accessories	3	Nos
21	Coil cabinets		
22	MRI Compatible with dual head injector with Syringe size as 65 and 115 ml with 100 syringes and tubings	1	No
23	Phantoms for routine quality assurance for all coils	1	No
24	Digital Patient Weighing Scale as per tender specification	2	Nos
25	MR compatible storage carts	1	No
26	Coil cabinets	1	No
27	Dry Laser Camera with more than 500 dpi as per tender specification	1	No
28	Colour laser network printer	1	No
29	UPS as per tender specification	1	No
30	MR compatible Oxygen Cylinders	2	Nos
31	LED projector for conference room as per tender specification	1	No
32	LED X ray Film viewer	2	Nos
33	Laptops	2	Nos
	<b>FURNITURES</b>		



34	Revolving chairs as per tender specification	8	Nos
35	Chairs with arm rest with medium back without casters	10	Nos
36	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement.	3	Nos
37	Drug trolleys for patient preparation area.	1	No
38	Tables for Workstation and Radiologist in reporting room.	4	Nos
39	MR compatible crash-cart	1	No
40	MR compatible instrument-trolley -	1	No
41	MR compatible oxygen cylinders	2	Nos
42	Non-magnetic IV stand.	2	Nos
43	MR compatible storage carts		
44	Wall mounted cabinets		
45	MR compatible patient trolley as per tender specification	1	No
46	MR compatible wheelchair foldable (with cushion, back-rest and armrest)	1	No
47	MR Compatible Cart for biopsy handling	1	No
	<b>COMPONENTS OF SITE MODIFICATION WORKS</b>		
1	CIVIL Works	1000	Sq. ft
2	Electrical Works	1000	Sq. ft
3	Air Conditioning works	25	TR
4	Fire alarm and Detection works	1000	Sq. ft
	<b>PRICE TO BE QUOTED SEPERATELY</b>		
1	Syringe of Pressure injector	1000	No
2	Tubing's of Pressure Injector	1000	No
3	Diesel Generator	1	No



***Indicative Lay Out Drawing for '3 Tesla-Magnetic Resonance Imaging (MRI) System'***

## **B. GENERAL POINTS**

### **1. Warranty:**

- a) The bidders must quote for Five years Comprehensive Warranty as per Conditions of Contract of the Tender document for complete equipment (Including all spares, labour and third party items) and Turnkey Work (if required) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the User Department.
- b) The warranty charges shall not be quoted separately.
- c) During the Warranty period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.
- 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 in the "Manufacturer Authorisation Form" that the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

### **3. Training:**

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

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

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall include preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period(five years) may be quoted for next five years on yearly basis for complete equipment including third party items as per Price Schedule.
- b) The cost of CAMC may be quoted along with GST applicable on the date of Bid Opening.
- c) Cost of CAMC will be added for Ranking/Evaluation purpose on NPB basis.

- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Performa given in Tender document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) During the CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.
- f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.
- g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

#### **5. Uptime &Downtime Penalty Clause:**

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period. Complaints should be attended properly, maximum within 8 hrs.

#### **6. Turnkey Work:**

Turnkey Work is to be indicated in the Technical Specification wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with User Department. The Bidders are required to quote separately for the equipment and Turnkey Work as per Price Schedule/BoQ. The Turnkey Work costs may be quoted in Indian Rupee and the same will be added for Ranking Purpose.

The Turnkey Work should completely comply with AERB requirement, wherever required.

## Section – VIII

### Qualification Criteria

1. In case the manufacturer does not quote directly, they may authorise their authorized agent as per Proforma of “Manufacturer Authorization Form” as given in the Tender Enquiry Document to quote and enter into a contractual obligation.
2. The Bidder should have supplied and installed 50% of the tendered quantity of the main equipment in the past 5 (Five) years prior to closing of bid submission, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

The Bidder shall furnish **Satisfactory Performance Certificate** in respect of above, duly translated in English and duly signed along with the bid.

3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma ‘A’ of Section VIII.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser or at site (in case of non-portable and heavy equipment) for technical acceptability as per the Tender Enquiry Document specifications, before the opening of the Price Bid.
5. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.
6. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self declaration with respect to above order must be submitted.
7. Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated

04.06.2020 and its subsequent amendment thereof. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders/Resellers are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE firm has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**PROFORMA 'A'**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five years)

GTE No. : \_\_\_\_\_  
Date of Bid Opening : \_\_\_\_\_  
Name and address of the Bidder : \_\_\_\_\_  
Name and address of the Manufacturer : \_\_\_\_\_

Order placed by (full address)	Order no. and date ##	Description (Model No.) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the goods been functioning Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 5 years of quoted equipment (including AIIMS, PGIMER, JIPMER, RML Hospital, Safdarjung Hospital, Institute of National importance) has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

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

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

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

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

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

\*\* The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded

## The bidders are requested to upload the scanned copy of purchase order copies for the specific model quoted along with the Techno-commercial Bid.

**Section – IX**  
**TENDER ACCEPTANCE FORM**

To \_\_\_\_\_

**The ‘Director’**  
**All India Institute of Medical Sciences**  
**Ansari Nagar, New Delhi-110029, India.**

Ref. Your GTE No. \_\_\_\_\_ due for opening on  
\_\_\_\_\_ *insert date*

We, the undersigned have examined the above mentioned Global Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the Price Schedules attached herewith and made part of this bid. If our bid is accepted, we undertake to supply the goods and perform the services as mentioned in the Tender documents, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of “General Conditions Contract”, Section - IV read with modification, if any “Special Conditions of Contract”, in Section - V, for due performance of the contract. We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – II for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid 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 bid you may receive against your above-referred global tender enquiry.

We confirm that “I \_\_\_\_\_ have been authorised by M/s \_\_\_\_\_ (OEM) as their authorised distributor and that neither \_\_\_\_\_ (authorised distributor) nor \_\_\_\_\_ (OEM) have not been blacklisted/ debarred /banned for the items quoted by us, in the past five years as on the last date of submission of this tender for any reason by any Central/State Government or any of their organisation.”

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

**Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_

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

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



**SECTION – X**

**PRICE SCHEDULE**

**Price to be filled in the relevant field strictly as per the Price Bid Format provided in the e-tender portal <https://etenders.gov.in/eprocure/app> under the Tender ID as per terms of the tender enquiry.**

**SECTION – XI****CHECK LIST**

The bidders should furnish specific answers to all the questions/issues mentioned in the Checklist detailed below:

Name of Bidder: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>File name and page no. of the Bids submitted</b>	<b>Remarks</b>
1. a.	Have you enclosed Bid Security of required amount for the quoted schedules?			
b.	In case Bid Security is furnished in the form of Bank Guarantee, has it been furnished as per standard format of the bidding document?			
c.	In case Bank Guarantee is furnished, have you kept its validity 45 days beyond the validity of bid, starting from Techno Commercial Bid opening date?			
2.a.	Are you exempted for furnishing bid security being MSE as defined in MSE procurement policy issued by department of MSME.			
b.	If yes, have you enclosed certificate of registration issued by department of MSME and mention Udyam Registration Number (URN)			
3	Have you submitted filled Tender Acceptance Form as provided in Section IX			
4.	Have you enclosed Power of Attorney in favour of the signatory?			
5. 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?			
6. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement given in the bidding document?			
b.	Have you submitted the documentary proof that goods have been functioning Satisfactorily?			
c.	Have you submitted latest purchase order copies?			

Sl. No.	Activity	Yes/ No/ NA	File name and page no. of the Bids submitted	Remarks
7.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
8.a.	Have you quoted prices of goods, turnkey (if any), CAMC etc. in the Price Schedule as per bidding document?			
b.	If the ATE calls for buy back, have you quoted buy back prices along with applicable GST?			
9.	Have you kept bid validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
10. a.	In case of Indian Bidder, have you furnished GST No.?			
b.	In case of Foreign Bidder, have you furnished GST No. of your Indian Agent?			
11.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
12.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
13	Have you accepted all the terms and conditions of this bidding document?			
14	Have you submitted declaration regarding clause of 'Land Border Sharing' Country			

N.B.

- All pages of the Bid should be page numbered and indexed.
- The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the bid and no column is left blank. If any column is not applicable, it may be filled up as NA.
- It is the responsibility of bidder to go through the bidding document to ensure furnishing all required documents in addition to above, if any.
- Wherever necessary and applicable, the bidders shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidders furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its bids will be liable to be ignored.

Name \_\_\_\_\_

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

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

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

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

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

**SECTION – XII**

**BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (Name and address of the Bidder)  
(*hereinafter called the "Bidders"*)  
has submitted its Bid dated \_\_\_\_\_ for the  
supply of \_\_\_\_\_  
(*hereinafter called the "Bid"*)  
against the purchaser's ATE No. \_\_\_\_\_

Know all persons by these presents that we \_\_\_\_\_  
having our registered office at \_\_\_\_\_  
(*Hereinafter called the "Bank"*)  
are bound unto AIIMS, New Delhi  
(*hereinafter called the "Purchaser"*)  
in the sum of \_\_\_\_\_ for which payment will and truly  
to be made to the said Purchaser, the Bank binds itself, its successors and  
assigns by these presents. Sealed with the Common Seal of the said Bank this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**The conditions of this obligation are:**

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

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

This guarantee will remain in force upto \_\_\_\_\_ (*insert date of additional forty-five days after Bid validity*) and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
(Name and designation of the Officer )  
.....

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

**SECTION - XIII**  
**MANUFACTURER'S AUTHORISATION FORM**

**The 'Director'**  
**All India Institute of Medical Sciences**  
**Ansari Nagar, New Delhi-110029, India.**

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the bid*) having factories at \_\_\_\_\_, hereby authorize Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a bid, 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 state that we are not participating directly in this bid for the following reason(s):  
\_\_\_\_\_  
*(please provide reason here).*

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 bid, 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, CAMC 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.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

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/ CAMC SECURITY**

WHEREAS \_\_\_\_\_ (Name and address of the supplier)  
(Hereinafter called "the supplier")

has undertaken, in pursuance of Purchase Order/ Contract  
no \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (*insert  
description of goods and services*)  
(Hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the  
supplier shall furnish you with a bank guarantee by a scheduled commercial  
bank recognized 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 \_\_\_\_\_ (*insert  
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 will remain in force upto \_\_\_\_\_ (*insert date of additional Ninety  
days after completion of satisfactorily warranty period in case of Performance  
Security and additional Ninety days after completion of satisfactorily CAMC period  
in case of CAMC security*) and any demand in respect thereof should reach the  
Bank not later than the above 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**

**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING,  
HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF  
GOODS**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
*(Insert Name of concerned Centre/Hospital/Department/Section)*  
**ANSARI NAGAR, NEW DELHI-110 029**

Contract No \_\_\_\_\_ dated \_\_\_\_\_

To \_\_\_\_\_

*(insert name of Supplier with address)*

**This is in continuation to this office's Notification of Award  
No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Tender Documents: \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Acceptance Form uploaded by the supplier;
- (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
- (viii) Manufacturers' Authorisation Form (if applicable);
- (ix) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – “General Instructions to Bidders” of the Tender Enquiry Document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

(ii) Delivery schedule: \_\_\_\_\_

(iii) Details of Performance Security required: \_\_\_\_\_

(v) Destination and despatch instructions: \_\_\_\_\_

(vi) Consignee: \_\_\_\_\_

6. Warranty clause:

7. Payment terms:

\_\_\_\_\_  
 (Signature, name and designation of the Purchaser authorised official)  
 For and on behalf of Director, AIIMS

\_\_\_\_\_  
 Received and accepted this contract

\_\_\_\_\_  
 (Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_  
 (Insert Name and address of the supplier)

(Seal of the Supplier)

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

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



**CONTRACT FORM – B**

**CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE**  
**CONTRACT (CAMC)**

Comprehensive Annual Maintenance Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Between

\_\_\_\_\_  
*Director, AIIMS*

And

\_\_\_\_\_  
*(insert Name & Address of the Supplier)*

Reference: Contract/ \_\_\_\_\_ Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ for supply, installation & commissioning, Training and CAMC of goods & services

In continuation to the above referred Contract/Purchase Order, the Contract of Comprehensive Annual Maintenance Contract is hereby concluded as under: -

1	2	3	4					5	6
Schedule No.	Brief description of goods	Quantity (Nos.)	CAMC Cost for Each Unit year wise in Rs					GST Value in Rs (___ %)	Total CAMC Cost for 5 Years with GST (3) $X[(4a+4b+4c+4d+4e) + (5)]$
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>		
			a	b	c	d	e		

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period as contained in the above referred contract on yearly basis for complete equipment as per contract including Turnkey Work(if any).
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CAMC period by double the downtime period and other penalty as per contract.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the

manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CAMC period.
- g) The Bank Guarantee valid till \_\_\_\_\_ [(fill the date) 3 months after expiry of entire CAMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIV of the Tender Document, along with the signed copy of CAMC within a period of 21 (twenty one) days of start of CAMC failing which the Performance Security (10% of the contract value) submitted shall be en-cashed payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CAMC Bank Guarantee shall be forfeited and their bad performance will be considered while awarding future contracts.
- i) Payment terms: The payment of CAMC will be made against the bills raised by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the concerned User Department. The payment will be made in Indian Rupees.

\_\_\_\_\_  
(Signature, name and designation of the Store Officer/ASO of the Purchaser)

\_\_\_\_\_  
(Signature, name and designation of the F&CAO of the Purchaser)  
For and on behalf of Director, AIIMS

(Seal of the Purchaser)

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

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

\_\_\_\_\_  
Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

*(Insert Name and address of the supplier)*

(Seal of the Supplier)

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

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

Note:-The contract will be prepared on Non-judicial Stamp paper (currently of value of Rs. 100).

**SECTION – XVI**

**CONSIGNEE RECEIPT CERTIFICATE  
(To be given by consignee’s authorized representative)**

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

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

**SECTION – XVII**

**CONSIGNEE ACCEPTANCE CERTIFICATE  
(To be given by consignee’s authorized representative)**

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the contract. The same has been installed and accepted.

- 1) Contract/Purchase Order No. & date:\_\_\_\_\_
- 2) Supplier’s Name:\_\_\_\_\_
- 3) Consignee’s Name & Address: \_\_\_\_\_
- 4) Name of the item Supplied :\_\_\_\_\_
- 5) Quantity Supplied :\_\_\_\_\_
- 6) Date of Receipt by the Consignee :\_\_\_\_\_
- 7) Date of Receipt by the Consignee :\_\_\_\_\_
- 8) The supplier has fulfilled its contractual obligations satisfactorily

OR

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

- i)
- ii)
- iii)
- iv)

- 9) The amount of recovery on account of failure of the supplier to meet his contractual obligations is\_\_\_\_\_ (here indicate the amount).
- 10)Signature of Authorized Representative of Consignee withdate:\_\_\_\_\_
- 11)Name and designation of Authorized Representative of Consignee:\_\_\_\_\_
- 12)Seal of the Consignee:\_\_\_\_\_