

BIDDING DOCUMENT

(Two Bid System for Machinery & Equipment)

FOR
NATIONAL CANCER INSTITUTE
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(JHAJJAR CAMPUS)

NIB Ref: HITES/PCD/NCI-AIIMS/38/18-19



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SECTION - I

NOTICE INVITING BIDS (NIB)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES Ansari Nagar, New Delhi-110 029					
NIB Ref: HITES/PCD/NCI-AIIMS/38/18-19				Dated: 09.01.2019	
Procurement & Consultancy Services Division of HLL INFRA TECH SERVICES LIMITED (a fully owned subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise) for and on behalf of Director, AIIMS - New Delhi , invites e-tenders in <u>two bid system (technical and price bid)</u> from the reputed, eligible & qualified firms/ manufacturers for purchase/supply of following goods at National Cancer Institute Jhajjar, Haryana (AIIMS, New Delhi-29) .					
Sl. no.	Rfx no.	Short Description of goods	Quantity (Nos.)	Bid Security (BS) (Rs.)	Tender Processing Fee incl. GST (Rs.)
1	3000003724	256 Slice CT	1	28,00,000	2,950
2	3000003725	Ultrasound Machine- High End	1	2,00,000	1,770
3	3000003726	Ultrasound Unit – Portable	7	2,80,000	1,770
4	3000003727	Radio-Frequency Ablation System	1	50,000	1,770
5	3000003728	C-Arm	2	4,00,000	2,950
Pre-bid conference meeting with prospective bidders		Venue for pre-bid meeting		Date & Time of pre-bid meeting	
		Committee Room, (No. 149), 1st Floor, Dr. BRA IRCH Building, AIIMS, New Delhi-29.		22.01.19 at 02:00 PM	
Last date and time of online submission of tender			12.02.2019 at 12:00 Noon		
Last date and time of physical submission of EMD, Tender processing Fee, any other document specified in the Bidding Document			12.02.2019 at 2:00 PM		
Date of tender Opening			12.02.2019 at 2:30 PM		
Contact Person			Project Officer: DVP(PCD), HITES Email: hll.ncij@hllhites.com		
<p>2. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.hllhites.com or www.lifecarehll.com or www.eprocure.gov.in/cppp or https://etender.lifecarehll.com/irj/portal for complete details.</p> <p>3. The prospective bidders have to register with the E-procurement system of HLL at https://etender.lifecarehll.com/irj/portal. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/decryption</p>					

certificates).

4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
6. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of '**HLL Infra Tech Services Limited**' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation.
7. The online submission of tender(s) can only be done through <https://etender.lifecarehll.com/irj/portal>
8. All prospective bidders (maximum two representative of a firm bearing ID proof issued by their firm) may attend the Pre-bid conference meeting. The venue, date and time indicated above.
9. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through HLL's e-portal (as described above) only.
10. Tender Processing Fee and Bid Security (BS) in original should be deposited within the scheduled date & time 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.**
11. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

CEO (HITES)

SECTION - II**GENERAL INSTRUCTIONS TO BIDDERS (GIB)
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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
- iv. "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- v. "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.
- vi. "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.
- vii. "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- viii. "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.
- ix. "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.
- x. "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- xi. "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- xii. "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.
- xiii. "Day" means calendar day.

1.3 Abbreviations:

- (i) "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
- (xii) "FOB" means Free on Board
- (xiii) "CIF" means Cost, Insurance and Freight
- (xiv) "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 ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xv) "INCOTERMS" means International Commercial Terms as on the date of Bid Opening
- (xvi) "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare and preventive maintenance)

2. Introduction

- 2.1 The Purchaser has issued these Bidding 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, checklist etc. contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding 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 fulfil 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, mailing and submission 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 bidding process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I – "Notice Inviting Tender" (NIT), the Bidding Documents include:

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	- Bid Form
Section X	- Price Schedules
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	- Proforma of Consignee Receipt Certificate
Section XVII	- Proforma of Consignee Acceptance Certificate by the consignee

- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for bidding, 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. Amendments to a Bidding documents

- 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 Bidding Documents by issuing suitable amendment(s) to it.

- 9.2 Such an amendment will be notified through CPPP (eprocure.gov.in/cppp) and/or www.hllhites.com and/or www.lifecarehll.com and will be binding on them.
- 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 Bid 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 of submission of Bids.

C. PREPARATION OF BIDS

11. Documents comprising the e-Bid

- 11.1 The bid(s) shall only be submitted online as mentioned below:

1. Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, BID SECURITY, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) have to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.
2. Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

Note:

- a. The tender Processing fee and BID SECURITY has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.
- b. The bidders have to follow the steps listed in Bidding Manual – Attachment Modem available in the Bidder Help Documents of e-tender portal login screen for uploading the Techno-Commercial Bid.

A) Techno-commercial Bid (Un-priced Bid)

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

- i) Bid Security furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIB clause 19.2 for claiming exemption from payment of Bid Security.
- ii) Bid Form as per Section IX (without indicating any price).
- iii) 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.
- iv) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. 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 Authorisation Form.

- v) Power of Attorney in favor of signatory and/or who is digitally signing the bidding documents and signatory of Manufacturer's Authorization Form.
- vi) 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 bidding documents.
- vii) Performance Statement as per section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be.
- x) Checklist as per Section XI.
- xi) Copies of GST registration certificate and PAN Card.
- xii) Copies of annual report, audited balance sheet and profit & loss account as per tender requirement.
- xiii) Non conviction /no pending conviction certification issued by Notary on non-judicial stamp paper for preceding three years.
- xiv) Notarized affidavit that bidder does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xv) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xvi) Technical and Commercial Compliance statement in excel format provided in the e-tender portal.
- xvii) Product catalogues/original Data Sheets for all quoted items.
- xviii) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

B) Price Tender:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

- a) The bidder has to be diligent while filling up the Techno-commercial Bid and Price Bid provided in excel formats and must not tamper the contents of the sheets.
- b) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- c) The bidders have to follow the steps listed in Bidding Manual – Attachment Mode available in the *Bidder Help Documents of e-tender portal login screen* for uploading the Price Bid.

11.2 The authorized signatory of the bidder must sign the bid duly stamped at appropriate places and initial all the remaining pages of the bid. Individuals 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 furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
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.
3. A person signing the bid 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 fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

12. Bid Currencies

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 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 shall be treated as non-responsive and rejected.

13 Bid Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section X 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. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the "List of Requirements", the bidder has the option to submit its bid for any one or more schedules and, also, to offer special discount for combined 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.

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- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached Under Section X.
- 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 at port/ FCA at airport of shipment, 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 Customs Duty

The Purchaser will pay the Customs 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 Bidding 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 bidding 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 ATE 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 ATE.
- 16.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.

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 Bidding Document.

- 18.1 The bidder shall provide 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 Bidding Documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Bidding Documents 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)

- 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 Bids (NIB). The Bid Security 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 bidders who are currently registered with MSME for the specific goods as per bidding 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 enclose relevant certificate of registration issued by department of MSME.
- 19.3 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
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of the "....."(as indicated in the NIB) 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.
- 19.5 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 valid for 315 days from Techno-Commercial Bid opening date.
- 19.6 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.
- 19.7 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.
- 19.8 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 Bidding 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 and Sealing of Bid

- 21.1 The bidders shall submit their bids as per the instructions contained in GIB Clause 11.
- 21.2 Unless otherwise mentioned in the SIB, a bidder shall submit only one copy of its bid marking it as "Original". Bidders are requested to submit their Bids after binding and page numbering.
- 21.3 The Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 21.4 All the documents of the bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the bid including printed literature (if any), shall be initialled and stamped by the same person(s) signing the bid. The bid shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled and stamped by the person(s) signing the bid.
- 21.5 The bidder is to seal the bid and writing the address of the purchaser and the bid reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The bidder is to put the date & time of bid opening) are to be written on this envelope. If the envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 Bidding Document seeks quotation following "Two Bid System", in two parts. First part will be known as 'Techno-Commercial Bid', and the second part 'Price Bid' as specified in clause 11 of GIB. Bidders shall seal 'Techno-Commercial Bid' and 'Price Bid' separately and covers will be suitably super scribed. Both these sealed covers shall be than put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 be followed.

D. SUBMISSION OF BIDS

22. Submission of Bids:

- 22.1 Unless otherwise specified, the bidders are to drop the Bids 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 the same shall be submitted by the bidder by hand to concerned Project Officer dealing hand or his nominee. The necessary entry will be made in the Bid Receipt Register.
- 22.2 The bidders must ensure that they submit the on-line bids within the scheduled closing date & time. They shall also ensure to submit the original Tender

Processing Fee and Bid Security within its scheduled date & time. It is the responsibility of the bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of bid falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

23. Late Bid:

- 23.1 A bid, which is received after the specified date and time for receipt of bids will be treated as "late bid" and will be ignored.

24. Alteration and Withdrawal of Bid

- 24.1 The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be considered.
- 24.2 No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the Bid Security furnished by the bidder in its bid.

E. BID OPENING

25. Opening of Bids:

- 25.1 The purchaser will open the bids at the specified date and time and at the specified place as indicated in the NIB.

In case the specified date of bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the bids will be opened at the appointed time and place on the next working day.

- 25.2 Authorized representatives of the bidder, who have submitted bids on time may attend the bid opening provided they bring with them letter of authority from their bidder. The bid opening official(s) will prepare a list of the representatives attending the bid opening. The list will contain the representatives' names & signatures and corresponding bidder's names and addresses.
- 25.3 Two Bid System as mentioned in Para 21.6 above will be as follows. The "Techno - Commercial Bids" are to be opened in the first instance, at the prescribed time and date as indicated in NIB. These Bids shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the Bidding Document. During the Techno-Commercial Bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the goods offered, Bid Security and any other special features of the bids, as deemed fit by the bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno-Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

26. Basic Principle

- 26.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Bidding 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.

27. Scrutiny of Bids

- 27.1 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.
- 27.2 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.
- 27.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding Documents. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.4 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) Bid form as per Section IX (signed & stamped) not enclosed.
 - (ii) Bid is unsigned.
 - (iii) Bid validity is shorter than the required period.
 - (iv) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been provided.
 - (v) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
 - (vi) 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.
 - (vii) Bidder has not agreed to other essential condition(s) specially incorporated in the bidding document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - (viii) Poor/unsatisfactory past performance.
 - (ix) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - (x) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
 - (xi) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xii) Bidder has not agreed for the delivery terms and delivery schedule.

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 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.

29 Discrepancies in Prices

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

30. Qualification Criteria

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

31. Conversion of Bid currencies to Indian Rupees

- 31.1 In case the Bidding 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.

32. Schedule-wise Evaluation

- 32.1 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 bidders 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.

33. Comparison of Bids

- 33.1. 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 5 years 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.

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

34.1 Further to GIB Clause 33 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, customs duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

34.2 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.

34.3 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.

35. Bidder's capability to perform the contract

35.1 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.

35.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Bidding 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.

36. Contacting the Purchaser

36.1 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 NIB/Bidding Document and / or its bid, it should do so only in writing.

36.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of 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

37. Purchaser's Right to accept any bid and to reject any or all bids.

37.1 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 bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

38. Award Criteria

38.1 Subject to GIB clause 37 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIB Clause 35.

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

39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease 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.

39.2 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.

40. Notification of Award

40.1 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 there in 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.

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

41. Issue of Contract

41.1 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.

41.2 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.

41.3 The Purchaser reserves the right to issue the Notification of Award consignee wise.

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

- 42.1 Failure of the successful bidder in providing Performance Security and/or returning contract copy duly signed in terms of GIB clauses 40 and 41 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.

43. Return of Bid Security

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

44. Publication of Bid Result

- 44.1 The name and address of the successful bidder (s) receiving the contract(s) will be mentioned in the Website of AIIMS, CPPP and HITES.

H. CORRUPT OR FRADULENT PRACTICES

45. Corrupt or Fraudulent Practices

- 45.1 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.

Sl. No.	GIB Clause No.	Topic	SIB Provision	Ref. Page No.
A	1 to 7	Preamble	No Change	
B	8 to 10	Bidding Document	Change in GIB Clause no. 8.1 and 10.1	
	8.1	In addition to Section I – “Notice inviting e-Tender” (NIT), the TE documents include:	Added Point: Appendix A- Integrity pact	9
	10.1	Clarification of Bid document	Changed as under	10
C	11 to 21	Preparation of Bids	Change in GIB Clause no. 11.1 a., 11.1 A), 11.1 (B), 19, 21.1	
	11.1 Note a.		Changed as under	
	11.1 A)		Additional Para. xix) as under	
	11.1		Additional Note ‘d’ as under	
	19		Additional para 19.9 as under	
	21.1		Changed as under	25
D	22 to 24	Submission of Bids	Guiding notes given as under	25
E	25	Bid Opening	No Change	
F	26 to 36	Scrutiny and Evaluation of Bids	Change in GIB Clause no. 27.4	
	27.4		Added Point no. (xiii)	26
	33	Comparison of Bids	Additional para 33.2 as under	26
G	37 to 44	Award of Contract	No Change	
H	45	Corrupt or Fraudulent Practices	No Change	

10. Clarification of Bid document

- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing in their letter head duly signed and scanned through email to hll.ncij@hllhites.com. The purchaser will respond to such request provided the same is received 2 (two) days prior to the Pre-bid Meeting

Conference. Any queries/representations received after the pre-bid meeting will not be taken into cognizance.

11.1 **Note:**

- a. The tender Processing fee, BID SECURITY and **Integrity Pact (Appendix A) on non-judicial stamp paper** has to be submitted in physical form as per Section – I, Notice Inviting Tender of this tender enquiry.

11.1 **A) Techno-commercial Bid (Un-priced Bid):**

- xix) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

11.1 **(B) Price Tender:**

Note:

- d) **The Price is to be quoted for all the line items strictly as per the given price-bid format on the e-tender portal.**

19. **Bid Security (BS)**

- 19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:

Name of the Beneficiary	Bank Details	IFSC Code
HLL INFRA TECH SERVICES LTD.	HDFC BANK LTD, NOIDA, UTTAR PRADESH	HDFC0000088

21. **Digital Signing of e-Bid**

- 21.1 The bidders shall submit their bids online as per the instructions contained in GIB Clause 11 and any other specific instruction mentioned in the e-Tender portal using the digital signature.

Instruction on submission of Bids

- i) All the documents pertaining to the event/RFx no. may be downloaded from the e-portal by clicking on the '**Technical RFx**' option in the 'top-left portion of the web-page' when the RFx/event is in **Display Mode**.
- ii) All the necessary documents as prescribed in the NIB shall be prepared and scanned in different files (in PDF and/or Excel format or as per format instructed elsewhere) and uploaded for on-line submission of Proposal.
- iii) The scanned copies of Bid Processing Fee, Bid Security, all document(s)/ information(s) including the Financial Proposal should be uploaded **online only** in the prescribed format given in the designated e-tendering portal website. No other mode of submission shall be acceptable.

However, **Bid Processing Fee, Bid Security, Catalogue(s)/Data-sheet(s)** related to all quoted items must be submitted in original at the desired venue before the last date and time of physical submission as mentioned in the NIB.

- iv) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- v) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
- vi) The file name of price bid should not be different from the price bid format uploaded by the Bid inviting Authority in the e-portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the RFX/event is in **Display Mode** or as mentioned in point no. i) above.
- vii) **Bidders may simulate online bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during bid submission online shall be entertained in the last week of bid submission.**

27. Scrutiny of Bids

- 27.4 (xiii) The Integrity pact (At Appendix-A) on non-judicial stamp paper shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

33. Comparison of Bids

- 33.2 Unit Prices for all optional items/accessories/services (if any) asked in the tender specifications must be quoted separately by all the bidders in their price bid. Such unit prices after multiplying by the required quantity shall be added and taken into consideration for comparison and ranking of bids.

Added Para (Ref. GIB Clause 33 & 34):

The comparison of bids will be based on GIB Clause 33, 34 and if any, as specified in the Technical specification(s). However, at the time of award of contract, the value of award (bid value/contract value) shall be limited to the upfront charges payable by the exchequer for Supply, Installation, Testing & Commissioning value only on DDP basis which is inclusive of warranty (for number of years specified at section VI; List of Requirement, Part I) and any other item(s)/services detailed for upfront purchase in the technical specifications. The cost of any other parameters like CAMC price beyond the warranty period, cost of any Consumables, any other recurring expenditure, etc. which have been considered for ranking of bids or for freezing of rates shall not be part of tender/award/bid/contract value.

SECTION - IV**GENERAL CONDITIONS OF CONTRACT (GCC)
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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 Bidding 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 ten percent (10%) 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 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 Standards

- 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 Section 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 Section 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, Bereau 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 ware house (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 actual 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 G.C.C clause number 15.2 unless revised in SCC in Section V of Bidding Document.

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- 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 thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding 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 up to 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 favoured 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;

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- (ii) Consignee Receipt Certificate as per Section XVI of bidding document in original issued by the authorized representative of the consignee;
- 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 trial 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:** 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.
- C) Payment of Civil/Electrical Works at site:** The payment related to Civil/Electrical 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 works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

- D) Payment for Comprehensive Annual Maintenance Contract Charges:** The consignee will enter into CAMC with the supplier at the rates as stipulated in the contract. The payment of CAMC 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 bidding document valid till 3 months after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of contract value is more than Rs. 10 lakh.

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, sales tax, excise duty, custom duty) 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 no 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 customs 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 fulfil 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 lakh (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 Bidding 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.
- 32.2 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.

Any specific clause, mentioned in the technical specification shall prevail and will supersede the similar clause mentioned anywhere in the tender.

The warranty & CAMC period will be as mentioned in the list of requirement as per section VI of the Bidding Document.

SECTION- VI**LIST OF REQUIREMENTS****Part I:**

Sl. no.	Rfx/ Event number	Short Description of goods	Quantity	Warranty Period	CAMC period after warranty
1	3000003724	256 Slice CT	1	05 year	05 years
2	3000003725	Ultrasound Machine-High End	1	05 years	05 years
3	3000003726	Ultrasound Unit - Portable	7	05 years	05 years
4	3000003727	Radio-Frequency Ablation System	1	05 years	05 years
5	3000003728	C-Arm	2	05 years	05 years

Part II: Required Delivery Schedule:**For Indigenous and/or Imported goods:**

Supply, Installation and Commissioning to be completed within **90 days** from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

(In case of LC opening, necessary documents like valid Performance Security and Proforma Invoice are to be submitted within 30 days from the date of release of NOA. In case layout drawing approval is applicable, it should be submitted by the supplier within 21 days from the date of release of NOA.)

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

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.

Part VI: 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	Site	Contact Address	Air Port	Sea Port
The Director-AIIMS (New Delhi)	Jhajjar Campus	National Cancer Institute – AIIMS Badsha Village Jhajjar, Haryana	New Delhi	ICD Tughlakabad (for containerised shipments) Or ICD Patparganj

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 SPECIFICATION:

Item No. 1 (Rfx/ Event number 3000003724)

256 Slice CT

Sl. No.	TECHNICAL SPECIFICATIONS	
	(A) Features	(B) Essential Specification
1	GANTRY	
	Aperture	≥ 70 cm
1.2	Scan field	≥ 50 cm
1.3	Integrated Display panel	Gantry front showing patient and/or machine information.
1.4	Laser Lights	The gantry should have 3D positioning Laser lights.
2	X-RAY GENERATOR	
2.1	Output capacity (actual and not effective)	≥ 100 KW
2.2	mA range	20-740mA or more
2.3	kV	80-140 kVp minimum range
3	TUBE ASSEMBLY	
3.1	Tube Voltage	80-140 kV or more
3.2	Tube current range	Min 20-740 mA range
3.3	Focal spot	1.0 X 1.0 cm or less
3.4	Heat loading capacity	The heat loading capacity of the x-ray tube should be 5.5 MHU or more.
4	PATIENT TABLE	
4.1	Maximum load capacity	≥ 200 kg
4.2	Scannable range	≥ 2000 mm
4.3	Longitudinal table speed	≥ 150 mm per sec
4.4	Table Positioning	Reproducibility of table positioning (mm) should be +/- 0.25 mm
4.5	Foot pedal/switch	Four pairs of foot pedals should be supplied with the system
4.6	Table dimensions	Specify the width and length of the table, distance between gantry front and table base (minimum and maximum should specified)
5	SCANNING MODES	
5.1	Spiral scanning	
5.1.1	Spiral exposure	At least 60 sec or more.
5.1.2.	Scan time for full 360 degree rotation	≤ 0.28 sec
5.1.3.	Bolus triggered/bolus chase spiral	The system should be integrated with injector for auto trigger (care contrast/extreme enhanced/equivalent)

	acquisition	
5.1.4.	Spiral length	Spiral length 150 cm or more
5.1.5.	Pitch	Pitch should be freely selectable between 0.5-1.3 or more.
5.2	Axial Scanning	
5.2.1.	Slice Thickness (Axial mode)	≤ 0.625 to 5mm or more, variable
5.2.2.	Cardiac Imaging	The quoted system should be able to generate image with single or multi sector reconstruction for patients with heart rates ranging between 60-100min. and with temporal resolution of <150 ms. A system with single sector reconstruction will be preferred.
6	DUAL ENERGY	
6.1.1	Dual Energy	The system must have dual energy capabilities and wide range of applications should be available.
	Dual energy packages	The system should have dual energy acquisition and processing capabilities for brain & body imaging,
6.2	Dual Energy Applications (one floating licence of each application)	
6.2.1	Mono-energetic imaging	Mono-energetic Imaging of beam hardening artifact elimination, Contrast augmentation and tissue visualization with Mono-energetic images.
6.2.2	Contrast vs Blood differentiation	Differentiation of brain hemorrhage from contrast enhancement
6.2.3	Virtual NCCT	Virtual non-contrast CT scan using dual energy method for head and body.
6.2.4	Direct CTA	CTA with accurate bone removal in complex body regions using dual energy method.
6.2.5	Vascular Plaque characterization	Vascular Plaque characterization using dual energy method
6.2.6	Lung Perfusion	Assessment of lung perfusion using dual energy.
6.2.7	Gout Imaging	Color coded visualization of deposited uric acid crystals in peripheral extremities
6.2.8	Calculi Characterization	Visualization of the chemical composition of kidney stones.
6.2.9	Advanced Lung analysis	Segmentation of lungs; Evaluation; lung volume, mean lung density, and standard deviation; Calculation of emphysema index, sub-ranges, percentiles, and clusters.
6.2.10	Marrow Imaging	Dual energy marrow imaging by calcium subtraction to look for marrow pathologies on CT.
7	DATA ACQUISITION SYSTEM - LATEST DETECTOR CONFIGURATION	
7.1	z axis Detector coverage width	38 mm or more at 1:1 pitch
7.2.	Number of acquired slices per rotation	Minimum 256 slices
7.3.	Number of detector rows or elements	The sub millimetre Slice @ 0.63 mm or less in 128 physical rows / 64+64 as sandwich arrangement of detector and should be able to acquire 256 slices per rotation. The system should be in position to perform 256 acquisition Slices per Rotation for general, cardiac/vascular applications. Vendor should specify the Z - axis total detector width.

8	CT FLUOROSCOPY	
8.1.	TFT Monitor	≥ 18 inch in size
8.2.	Frame rate	≥ 6 per sec
8.3.	Biopsy Mode	Foot-paddle controlled in room scanning.
9	PATIENT COMMUNICATION	
9.1.	Integrated patient intercom	There should be integrated patient intercom
9.2.	Automatic patient instruction	A standard set of commands for patient communication before, during, and after scanning should be available in the English and Hindi language.
10	PATIENT REGISTRATION	
10.1.	Pre-registration	It should be possible to do pre-registration of patient at any time prior to scans.
10.2.	Emergency registration	Special emergency registration should be possible.
10.3.	HIS & RIS integration	It must transfer patient information from departmental RIS & HIS via DICOM Get Work list.
10.4.	PACS/HIS/RIS	It must transfer examination information and images from scanner into departmental HIS & RIS and PACS
11	OPERATOR CONSOLE WITH TABLE	
	Computer System & Image processor	
11.1.	CPU Processor	Minimum quad core processor, 500 or more GB hard disc, 8 GB RAM, The best available option to be quoted by the vendor.
11.2.	Display	One large minimum 19" high resolution LCD monitors with a display on 1024x1024 or more.
11.3.	Software	Should perform the functions like scanning image reconstruction, film documentation, MPR, CT angiography, MIP, 3D VRT 3D SSD, Fly through, readymade perfusion for stroke imaging.
11.4.	CT Angiography	Protocols to do CT angiography of any body-region and capability to perform ECG gated and non-ECG gated scans in a single examination.
11.5.	Body perfusion	Minimum 14 cm of coverage in single uninterrupted scan of body and head
12	CARDIAC APPLICATION AND RECONSTRUCTION	
12.1.	ECG Gating	Prospective ECG triggered facility.
12.2.	ECG Gating	Retrospective ECG gated facility.
12.3.	ECG Editing	Facility for ECG editing for removing irregular or ectopic beat.
12.4.		Specify heart beat/min requiring use of beta-blocker and solution available with the system for optimization of scan with irregular heart rate.
12.5.	Single segment/sector reconstruction	Minimum temporal resolution on single segment/sector reconstruction should be 150msec or less.
13	IMAGE POST PROCESSING	
13.1	Architecture	A Client Server Architecture based solution from the CT OEM.
13.1.1.	Minimum number of slices for	Minimum 20,000 slices

	concurrent processing	
13.1.2.	Integration	Imaging processing server must be integrated with HIS,RIS-PACS, as and when made available .
13.2.		Server Hardware
13.2.1.		Dell/HP/IBM dual CPU; Window server 2008/2012, 64-bit OS, RAM-64 GB minimum; Data Disc: RAID level 5; Graphical processing unit: 2xNVIDIA GPU or equivalent with storage capacity 5TB or more
13.3.	Client hardware (3 units)	Client hardware (3 units) as specified below.
13.3.1.	Monitors	2 numbers of Minimum 2 Megapixel - Medical Grade Monitor to be supplied with each client
13.3.2.	CPU Unit	Z4 G4 or equivalent CPU unit with dual six core processor, Minimum 16 GB (8 GB X 2) RAM, NVIDIA 1 GB or equivalent and 1TB hard drive, Gigabit network card.
13.3.3	UPS	Minimum 2 kVA online UPS with each client
13.4.		Basic Capabilities : (All the Basic Capabilities mentioned in para from point 13.4.1 to 13.4.5 should be available independently on all the three Clients.)
13.4.1.	MPR	Real-time multi-planar reconstruction (MPR) of secondary views, with viewing perspectives in all planes including curved & orthogonal MPR,
13.4.2	ROI evaluation	Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.
13.4.2	Statistical Evaluation	Area/volume, Standard deviation, Mean value, Image annotation and labeling, Angle measurement, Distance measurement, Histogram, Time intensity curves, Peak-enhancement images, Time-to-peak images.
13.4.3	2D	2-D, including image zoom and pan, image manipulations, including averaging, reversal of grey-scale values, and mirroring; image filter functions, including advanced smoothing algorithm and advanced bone correction.
13.4.4	3D	MIP, Min IP, SSD, VRT and other advanced 3D applications and color-coding for different tissues.
13.4.5	Comparison	Able to compare exams with prior studies including oncology cases, neuro cases, body imaging, comparison according to RECIST 1.1 criteria, PET-CT cross time point evaluation.
13.5.		Advanced Applications as specified below. (All the Advanced Applications mentioned in following paragraph - point 13.5.1 to 13.5.11 should be available, in addition to the Basic Capabilities on one of the Clients at a time and should work as a floating license.)
13.5.1.	CT Angio	Automatic table and bone subtraction in CT angiography, Single click bone removal, manual vessel tracking, ability for a bone free visualization of vessels, Stenosis measurement. Time resolved image reconstructed from Dynamic CT data (4D CT Angio).
13.5.2.	CT perfusion brain	Software for advanced cerebral perfusion study with stroke protocol and summary maps of the perfused area

13.5.3.	Body CT perfusion	Multi-slice calculation of blood flow, blood volume, permeability images, tissue assessment of perfusion changes
13.5.4.	Advanced Vessel Analysis:	Automatic evaluation and quantification of angiography images of the general vessels, Plaque visualization, Calcification Removal .
13.5.5.	Lung CT:	Low dose Lung CT protocols for advanced lung nodule detection, segmentation and analysis, computer aided detection (CAD).
13.5.6.	Tumor Comparison:	Able to compare exams with previous imaging studies using RECIST 1.1 criteria, PET CT cross time point evaluation – 4 time points comparison, quantification of tumor growth rates.
13.5.7.	Multimodality Image fusion:	between PET-CT, PET-MR, CT-MR, MR-SPECT, MR-MR
13.5.8.	Colonography:	Non-invasive evaluation of the entire colon, including external and endoscopic SSD views, 3D VR views and automated computer assisted reader for polyp detection
13.5.9.	Liver Segmentation:	3D mapping of vascular supply areas onto liver tissue, Virtual dissection planes and volumetric calculation.
13.5.10.	CT Segmentation:	Automatic segmentation of Tumours of Liver, Lung, lymph nodes and other organs.
13.5.11.	Pulmonary Embolism	Automatic detection of filling defects and automatic lesion zoom view.
13.5.12	Dental	Create panoramic and para axial images based on defined reference plane, print images in true size
13.6	Additional Online Image Storage and RIS solution	
13.6.1	<p>USFDA approved IHE and HIPAA compliant, scalable 2D/3D online image storage solution of 40TB capacity with necessary hardware and software having basic post processing features such as 2D, MPR, MIP, Thick MIP, VRT, radial and parallel ranges, SSD, distance, ROI, Volume measurement, zoom, PAN, windowing, synchronization of two studies of same patient.</p> <p>It should be possible to connect the storage to all DICOM modalities in the department (send/ query/retrieve) and also RIS integration. The solution should support unlimited number of imaging modalities, workstations and basic feature users.</p> <p>The solution should be integrated with HIS and RIS with fetching of patient demographics from HIS and using of patient hospital ID (UHID) and search of patient record using same ID. Access, creation and modification of imaging record should be user id and password controlled.</p>	
13.6.2	<p>USFDA approved RIS of reputed make with necessary software and hardware should be provided. It should be capable of examination scheduling, worklist generation, MPPS, patient registration, completion of examination. Editable reporting template creations and reporting read, write and approve/Signoff should be provided. Printing of appointments, patient instructions and final reports should be possible.</p> <p>Unlimited licences for DICOM imaging modalities, radiology workstations, viewing stations and concurrent users should be provided. The system should use patient hospital ID number (UHID) for fetching patient demographics from HIS and for access, creation and modification of patient record, general and configurable filtered search of the record. Access to RIS should be user ID and password controlled with various layers of user privileges. RIS should maintain log of activities.</p>	

	A high resolution film and document scanner with integration of scanned radiology images, requisitions and consent documents to be attached to individual patient record. Suitable antivirus SW for RIS to be provided during warranty and CMC.	
14	IMAGE RECONSTRUCTION	
14.1.	Recon speed	Minimum 20 images/sec.
14.2.	Recons Field of View	At least 5 to 50 cm (continuous).
14.3.	Recon Matrix	512 x 512
14.4.	Real time display	Real-time display (512 x 512) during spiral acquisition.
15	IMAGE QUALITY	
15.1.	High contrast Spatial Resolution for entire width of the detector	It should be 16 lines pair per cm or better maximum at 0% MTF X-Y axis for FOV not less than 35 cm.
15.2.	Low-contrast resolution	The low contrast resolution of CATPHAN should be at least 5 mm at 3 HU with 10 mm slice on 20 cm
16	DOSE REDUCTION TECHNIQUES	
16.1	Radiation dose	There should be radiation dose calculation and display during the procedure; DICOM structured dose report, dose notification, dose alert.
16.2.	Pre-patient collimation	There should be pre-patient collimation to reduce unnecessary dose to the patient.
16.3.	Advanced Model-Based Iterative Reconstruction	Advanced MODEL BASED Iterative reconstruction technology for all imaging protocols including Brain.
16.4.	Cardiac scanning	Step and shoot technique during cardiac scanning for dose reduction, or a similar alternative technology should be available.
16.5.	3D Dose Modulation	Provision for tube current modulation along Z-axis for different patient size and organs.
16.6.	Pediatric & infant imaging protocols	Low dose CT protocols must be provided
17	NETWORKING	
17.1.	DICOM	DICOM Storage (Send/Receive)
17.2.	DICOM	DICOM Modality Work list User
17.3.	DICOM	Modality Performed Procedure Step (MPPS)
17.4.	DICOM	DICOM Print User
17.5.	DICOM	Query/Retrieve User and Provider
17.6.	DICOM	DICOM 3 compliance
17.7.	Integration with department RIS and HIS	Integration with departmental RIS and HIS must be done. Any licenses or software needed for the same is to be provided by the vendor.
18	ARCHIVING	
18.1.		Fully DICOM 3.0 compliant including capability for HIS-RIS interface.
18.2.		Service Class User & Provider (CT, MR, NM, Secondary Capture).
18.3.		Storage Commitment User
18.4.		Removable Media
18.5.		DVD-RAM archive
18.6.		DICOM CD Writer

19		ACCESSORIES
19.1	LEAD GLASS	Lead glass of at least 200cm x 100cm
19.2	DRY IMAGER	Dry Chemistry Imager, 500 DPI or more, with minimum two trays: 14x17; 10 x12 film size.
19.3	UPS	Minimum 200 KVA Online UPS with Maintenance free batteries capable of 15 minutes back up to run the entire CT, Computers, Dry chemistry camera, Server , client nodes etc.
19.4	PRESSURE INJECTOR	Dual-Head Pressure Injector of reputed make with 100 syringe sets , 300 sets of patient tubing and 300 sets of filling tubing.
		Specify the make of Injector. Provide original datasheet of the quoted model.
		Specify the make of Injector. Provide original datasheet of the quoted model.
19.5	PATIENT POSITIONING ACCESSORIES	Patient Positioning Accessories: Head Rest, Head and Arm Support, Knee and Leg Support, Coronal Supine Head Holder, Paediatric immobilizer.
19.6	PATIENT	Patient Communication System: An integrated intercom and Automated Patient Instruction System (API) should be provided.
	COMMUNICATION	
19.7	CRASH CART	Crash cart - 1 no.s
20		TRAINING:
20.1	ONSITE TRAINING	Onsite training by application specialist for a total of eight weeks (staggered manner).
21		INSTALLATION
21.1		a. The unit will be installed on site-modification basis. The vendor should inspect the site before quoting and ensure that the unit can be installed in the available space without any functional compromise. Complete layout site map and details of work (BOQ) should be part of technical bid. Provisions should be made for console room, changing room, wash basin, work-station and printer locations. It should also include Lead lined door with lead glass peeping window, radiation warning indicators and signage, Aluminium false ceiling, GVT floor tiles and full height wall tiles. All work should comply with specified standards of the hospital.
21.2		b. Necessary furniture and fixtures for comfortable working conditions, storage of system components and consumable stand for protective aprons and gonad shields. etc. should be provided.
21.3		c. Power and Air-conditioning requirement must be mentioned. AC of adequate capacity should be provided. Power supply by the institute will be terminated at CT scanner area. All electrical provisions including earthing etc. will be vendor's responsibility.
22		INSTRUCTIONS
22.1		1. Original Product Datasheet of main unit and all accessories, including third party items to be provided.
22.2		2. There should be at least three installations of the quoted model globally. Satisfactory performance

		certificate by users on their letterhead must be attached.
22.3		Quoted model should be USFDA approved & AERB TYPE APPROVAL or NOC certificate to be provided.
		Model which do not have AERB Approval may be supplied with the undertaking that the supplier shall be responsible for obtaining the AERB Type approval of the system within reasonable time, at no cost nor liability to the Institute.
23	SITE MODIFICATION SCOPE OF WORK - 256 SLICE CT UNIT	
23.1.1		The vendor should inspect the site at NCI, Jhajjar, before quoting and ensure that the unit can be installed in the available space without any functional compromise.
23.1.2		The Site drawing of the Institute can be obtained from the Project office of NCI - AIIMS, room no. 161, 1 st floor, DBRAIRCH, AIIMS campus, New Delhi.
23.1.3		Complete equipment layout site plan and details of work (BOQ) should be part of technical bid.
23.1.4		Provisions should be made for placing the various accessories in console room, work-station and printer locations.
23.1.5		It should also include Lead lined door with lead glass peeping window, radiation warning indicators and signage, Aluminium false ceiling, GVT floor tiles and wall tiles/painting.
23.1.6		All site modification works should comply with specified standards of the hospital.
23.2	While preparing the plan, the following aspects have to be addressed.	
23.2.1		Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
23.2.2		Radiation shielding for doors, walls, windows etc.
23.2.3		Furniture like desk, chairs, shelves etc.
23.2.4		Patient stretcher and other furniture/ accessory to make the scan centre functional.
23.3	The cost of Site Modification will be considered for Ranking / Evaluation purpose.	
23.4	Moreover Bidders will have to quote the Unit Rates of the following components of Site Modification work.	
23.4.1		Civil works
23.4.2		Electrical work
23.4.3		Air Conditioning (HVAC)
23.4.4		Interior Furnishing & Furniture
23.4.5		Miscellaneous
23.4.6		Fire alarm & Detector
23.5	Scope of work for Site Modification CT unit:	
23.5.1		The supplier should inspect the proposed site and submit all the detailed equipment layout drawing and BOQ for the proposed CT Scan Centres.
23.5.2	The CT SCAN CENTRE shall consist of the following rooms:	
23.5.2.1		CT Gantry Room

23.5.2.2		Console room
23.5.2.3		Equipment room
23.5.2.4		UPS room / Electrical room
23.5.2.5		Patient preparation & Change room
23.5.3		The actual area of Site Modification works done will be considered for payment, based on the unit rates and site measurements
23.6	Civil work	
23.6.1		Civil construction work including construction of brick wall if any, plastering, flooring as per the approved plan and equipment layout plan.
23.6.2		Concrete bed at CT equipment area.
23.6.3		Platform for unloading and shifting the CT should be provided if necessary.
23.6.4		Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
23.6.5		All the construction work to be done as per the final plan approved by the Institute.
23.6.6		False Ceiling-to-floor ceramic wall tiling in: CT Gantry Room, Console room, Patient preparation & Change room.
23.7	Flooring	
23.7.1		600 x 600 mm vitrified tiles with 100mm tile skirting to match in CT examination room, console room.
23.7.2		50 mm thick cement concrete flooring with (eg. Armstrong, Gerflor, Tarkett) CT equipment & UPS room.
23.8	Painting	
23.8.1		Two coats Plastic Emulsion Paint over 2 coats of wall putty including primer in Equipment & UPS rooms.
23.9	False Ceiling	
23.9.1	CEILING PANELS	Lightweight Aluminium ceiling panels , acoustical-treated, supported on grid or finished seamless with support above ceiling. Powder coated finish (colour to be approved by Institute). Ceiling height to suit the equipment mount and clearances.
23.10.	Electrical work	
23.10.1	ELECTRICAL LOAD	The supplier shall be required to specify the total load requirements for the CT scan centre including the load of air conditioning , room lighting and for the accessories if any. The supply line will be provided by the Institute up to one point within the CT 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 lighting.
23.10.2		The electrical work shall include the following:
23.10.3	WIRING	Wiring – All interior electrical wiring- 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.
23.10.4	SWITCHES	Switches light and power points should be of modular type and of standard make as listed below.

23.10.5	LIGHTING	General lights – LED light fittings with 500 Lux Illumination
23.11.	AIR CONDITIONING: minimum 14 TR (9 TR Working + 5 TR Standby)	
23.11.1	TYPE OF AC	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.
23.11.2		The outdoor units of AC should have grill coverings to prevent theft and damage.
23.11.3	Environment specifications:	
23.11.3.1	HUMIDITY CONTROL	Relative Humidity range: To be maintained between 60% and 80% in all areas except equipment room; which shall be as per requirement of the equipment.
23.11.3.2	TEMPERATURE RANGE	Temperature ranges: 22± 2° C in all areas except equipment room which shall be as per requirement of the equipment.
23.11.3.3	HEAT LOAD	Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder.
23.12	Furniture:	
23.12.1	CHAIR	Revolving chairs height adjustable, medium-back with hand-rest in the Control room, Radiologist room and viewing area. – 4 nos.
23.12.2	THREE SEATER	Chairs for patient waiting area – Three seater (chrome plated). - 10 nos.
23.12.3	CUPBOARD	Cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement. – 3 nos.
23.12.4	DRUG TROLLEY	Drug trolleys – 1 no.
23.12.5	PATIENT TROLLEY	Patient trolley with rubber foam mattress - 1 no.
23.12.6	SIGNAGE	Name boards for all rooms
23.12.7	TABLE	Tables for Workstation and Radiologist - 2 nos.
23.12.8	CHANGING ROOM	Changing rooms should have change lockers and dressing table.
23.12.9	DUSTBIN	Dustbins: 10 nos.
23.12.10	Note	All furniture items should be of standard make as mentioned in the table below.
23.13	Miscellaneous:	
23.13.1	FILM VIEWER	LED X-ray Film viewer with adjustable brightness; capable of holding 3 films of 14"x17" size. – 2 nos.
23.13.2	CABLING	Cabling of Network (LAN) connectivity for camera system, console system, workstation, servers and computers etc.
23.13.3	CABLING	Cabling for Broadband connection: for REMOTE SERVICE of CT system.
23.13.4	SINK	1 sink in Preparation room of CT Scan facility
23.14	Fire alarm & Detector:	
23.14.1		Fire alarm (along with new/existing panel) should be provided in all rooms, wherever site modification is being carried out. Fire alarm shall comprise of fire panel, smoke / heat detectors.

23.14.2		The vendor should discuss with the engineering section and the department before quoting for Site-Modification
23.14.3		Fire extinguisher Dry CO2 type as required for the building safety. – One per room
23.15	LIST OF ITEMS AND SUGGESTED MANUFACTURERS.	
23.15.1	ITEMS	PREFERRED MAKES
23.15.2	FLOORING VITRIFIED TILES	- Somany, Kajaria , H&R Johnson, RAK india
23.15.3	PAINT	- Dulux, Asian Paints , Nerolac
23.15.4	PLUMBING	- Kohler, Jaguar , Grohe , Roca
25.15.5	SANITARY ITEMS	- CERA, Hindware, Parryware
23.15.6	ELECTRICAL	
23.15.7	CABLES	- Finolex, Havells ,V-Guard
23.15.8	SWITCHES	- Legrand, L&T, Crabtree , Roma
23.15.9	DISTRIBUTION BOX , MCB	- Legrand, L&T, Siemens, Havels
23.15.10	LIGHT FITTINGS	- Philips / Crompton / Wipro/syska
23.15.11	AIR CONDITIONING	- Daikin, Hitachi, Blue Star, Voltas,
23.15.12	FURNITURE	- Hermen Miller , Godrej , Featherlite, Geeken

Item No. 2 (Rfx/ Event number 300003725)

Ultrasound Machine- High End

Sl. No.	TECHNICAL SPECIFICATIONS
	A State-of-the-Art high end, USFDA CERTIFIED Medical Ultrasound unit to be supplied. Quoted unit should be capable of performing all Abdominal and Pelvic Imaging in Adults and Paediatric age group, Imaging of Small Parts, endocavitary and musculoskeletal Imaging. Systems should have the capability of Shear Wave Ultrasound Elastography and Contrast Imaging facility.
	A. The system should have the following essential features:
1	The system should incorporate facility for High Resolution B mode, M Mode, PW, Colour Doppler, Power Doppler, Angio, Duplex and Triplex Imaging modes.
2	Shear Wave Ultrasound Elastography Imaging should be provided to evaluate Relative Tissue Stiffness for breast, liver, prostate and other small part applications on convex , linear and endocavitary transducers, as asked.
3	The system should permit the simultaneous display of a color-coded tissue stiffness map as well as shear wave velocity measurements in one single image.
4	The system should include at least 21" LCD monitor with 1280 x 1024 resolution arm with tilt, swivel and height adjustment facility. A separate touchscreen should also be available.
5	The system should have 256 grey shades (8 bits) or more.
6	The system should have a fast boot up time of less than 150 seconds, when switched on from 'OFF' position.
7	Dynamic range should be 200 dB or more.
8	There should be at least 65,000 digital processing channels
9	The system should have a Frame rate 1000 Frames per second or more.
10	The system should have imaging depth of 30 cm or more.
11	The system should have real-time compound imaging facility
12	The system should have Tissue Harmonic Imaging (THI) facility. The system should have THI capability on phased linear, 3D and curved array transducers. THI should be available in colour flow imaging, M-mode and 3D rendering modes.
13	The system should be able to work in combined mode of Harmonic Image and Real-time Compound Imaging. The system should have Tissue Harmonic Imaging in Power Doppler mode.
14	Complete contrast imaging package with quantification should be provided. It should be able to detect fundamental as well as second harmonic response of the contrast agent, dynamic contrast imaging with quantification in user selectable region of interest.
15	The system should have facility for extended field of viewing, reconstruction/ panoramic imaging.
16	The system should have multiple transducer ports (minimum three) with facility for switch over from one to another with single keystroke.
17	The system should have fusion imaging, capable of review of CT & MRI images alongside real time ultrasound imaging and also to be able to use this multimodality data to assist ultrasound guided interventions in real time.
18	The system should have auto optimization features for ease of use and automatic quantification of Doppler parameters in real time and freeze modes.
19	Coded excitation/equivalent technology should be available to improve penetration and recover more tissue information for greater detail resolution at extended depths.
20	One-touch image optimization should be available in 2D mode with one button automatic adjustment of TGC.
21	Zoom facility with high resolution results and pan capability in both real time and frozen images with facility of pre and post processing.

22	The system should have Cine loop review facility in individual and mixed modes with memory up to minimum of 400 images and 30 seconds of Doppler.
23	Equipment to be offered with following electronic Broad Bandwidth Probes.
23.a	Convex Array Transducer 2-5 MHz (\pm 1 MHz) or higher range and should be compatible for contrast enhanced imaging
23.b	High Density Linear Transducer 7-15 MHz (\pm 1 MHz) or higher range.
23.c	Linear transducer of 5-10 MHz (\pm 2 MHz) or higher range and should be compatible for contrast enhanced imaging if not compatible for CE imaging, then separate linear probe should be quoted. Shear Wave Ultrasound Elastography Imaging should be available.
23.d	Small foot print micro-convex (footprint max. 30 mm) transducer with reusable biopsy guide
23.e	Broad band Endocavitary Probe with frequency range 5 - 12 MHz (\pm 2 MHz) or higher range with reusable biopsy guide
24	The system should have facility of direct storage and retrieval of B/W and color images (both frozen and cine loops) in the in-built hard disk drive. Inbuilt hard disk storage for images should be 500 GB or more.
25	The system should have USB archival (DICOM and PC format) facility.
26	The system should be DICOM 3.0 ready (like send, receive, print, acknowledge etc.).
27	Image Storage and documentation: The systems shall have to be connected with existing dry chemistry camera. It should be possible to print images on 8x10 and 10x12 inch size of films.
28	The unit should be connected with institute RIS-PACS network in ready to use configuration.
29	On line UPS for 30 minutes back up to support all functions of the unit.
B	AFTER SALES AND WARRANTY:
1	Comprehensive onsite warranty for five years from the date of issue of installation certificate by the hospital should be provided. The warranty shall cover main unit including all transducers, accessories, batteries, plastic or rubber parts, third party items and everything supplied as part of this tender.
2	Five years comprehensive maintenance contract covering everything as warranty should be quoted. Breakup of yearly cost of CMC from 6th to 10th year should be mentioned in price bid.
3	After sales service: a factory trained service engineer should be available in Delhi. Service call must be attended within 12 hours.
4	Uptime guarantee: 95% uptime guarantee of the facility should be provided. If the downtime of the facility (entire facility or part of it) exceeds 5%, penalty in the form of extension of warranty for the period double of the downtime period will be imposed.
C	IMPORTANT INSTRUCTIONS:
1	All information in the tender document must be supported by original product data sheets or should be certified by the principals. Computer generated data sheet or photocopies or emails shall not be accepted.
2	All information asked for must be provided in the compliance statement under the headings given above
3	There should be at least three working installations of the quoted models in the county with 'satisfactory service certificate' from the users should be submitted.
4	If the unit is being quoted by Indian agency which is not a direct subsidiary of the principals; an undertaking from the principals must be provided that in case of discontinuation or change of the agency, merger, acquisition or any corporate rearrangement, the principal will arrange for onsite maintenance of the unit and abide by all terms and conditions of the tender.
5	Spare parts and repair for the next 10 years must be ensured.

Item No. 3 (Rfx/ Event number 3000003726)**Ultrasound Unit - Portable**

Sl. No.	TECHNICAL SPECIFICATIONS
	State-of-the-art, fully digital, USFDA approved hand held portable color Doppler ultrasound machine to be quoted. The system is intended to be used in radiology department, wards and ICU and operation theatre. It should have whole body applications which include abdominal, gynecological, peripheral vascular, basic cardiology, musculoskeletal, nerves and small parts scanning along with image guided biopsy facility.
A	The system should have the following essential features:
1	The system should be capable of high resolution real time B mode, color Doppler, power Doppler and pulsed Doppler scanning modes.
2	Display screen should be of at least 10 inches in size with high resolution color LCD/TFT.
3	The system should have 256 gray shades or more.
4	The system should have imaging depth 20 cm or more.
5	The system should have dynamic range 150 dB or more.
6	The system should have Tissue Harmonic imaging facility.
7	The system should have Pan Zoom.
8	Offered model should have Speckle Reduction Techniques. Please specify methods used in offered model.
9	The system should have user selectable facility of enhanced needle visualization software for linear and convex transducers
10	The system should be DICOM 3.0 ready (like send, receive, print) for connectivity to RIS/PACS.
11	The system should have Real-time Compound Imaging for achieving excellent image quality.
12	The system should have Cine loop facility; both frame by frame and in cine mode.
13	Complete package for measurement and calculation provision for distance, area, volume, circumference and Doppler flowmetry.
14	The system should have Auto Optimization features for ease of use and Automatic Quantification of Doppler parameters.
15	The system should have an easy to use backlit/Touch keyboard and control panel with facility to disinfect the control panel and keyboard using liquid disinfectant solutions so as to avoid infections in wards and ICUs. Provide the list of liquid disinfectants that can be used on keyboard and transducers.
16	Transducers should be of broad band technology. These should be easy to disinfect with short acting disinfectant. Explicitly mention disinfectant(s) that can be used.
17	Following transducers to be offered with the system :
17.i	Convex Array Transducer with frequency range of 3-5 MHz (+/- 1 Mhz.) or wider range
17.ii	Linear Array Transducer with frequency range of 6-13 MHz (+/- 1 Mhz) or wider range.
17.iii	Phased array probe with frequency range of 2-4 MHz (+/- 1 Mhz) with basic cardiology package
17.iv	Endocavitary Transducer with frequency range of 5-8 (+-1) MHz or wider range, with add-on biopsy guide needle holder.

17.v	Small footprint transducer for pediatric applications. Specify the foot print and frequency of the probe.
18	Unit weight should not exceed 5 Kg (with battery but without trolley).
19	Boot time (from power off state to ready to scan) should be 30 seconds or less.
20	The backup of battery should 60 minutes or more of continuous operation.
21	Specify image storage capacity.
22	The system should have facility for copying images to a USB drive.
23	The system should be able to connect to a multi-port DICOM compatible dry chemistry camera without need for additional software.
24	The system should operate on 220 V, 50 Hz AC.
25	Accessories :
25.a	Detachable, imported, molded, OEM Trolley/cart to mount transducers and machine.
25.b	When the machine is mounted on trolley, facility for connecting three transducers in standby mode with easy selection of active transducer should be possible.
26	Guarantee / Warranty: Comprehensive, on-site Warranty for 5 years covering main unit, transducers and all accessories supplied should be quoted.
27	CMC rates for subsequent 5 years (6th-10th year) including labour cost and cost of spare parts for whole equipment including all transducers and accessories should be quoted.
28	A free, comprehensive software upgrade (compatible with the existing platform) guarantee for 10 years must be provided.
B	Important Instructions:
A	All information in the tender document must be supported by original product data sheets or should be certified by the principals. Computer generated data sheets, photocopies or email printouts shall not be accepted.
B	All information asked for must be provided in the compliance statement under the headings given above.
C	Supplier must ensure the availability of 'expertise service' and maintenance at Jhajjar. Spare parts and repair for the next 10 years must be ensured.
D	Application Specialist should be available for on-site training.
E	At least three working installations of quoted model should be present in India. At least three satisfactory performance certificates from these users should be provided.
F	The Principals shall give an unconditional commitment that warranty and maintenance of the equipment shall in no way be affected by any corporate changes such as change in the authorised agent or any merger, transfer (in part or full), amalgamation or separation of the company or any of its constituents etc for that matter.

Item No. 4 (Rfx/ Event number 300003727)**Radio-Frequency Ablation System**

Sl. No.	TECHNICAL SPECIFICATIONS
A	System should include US FDA approved Radio Frequency ablation with following required specifications and accessories.
B	The quoted model should be certified by Government of India for import into the country (FORM 10 - License to Import, issued by Central Drug Standard Control Organisation (CDSCO), DGHS, MoHFW, Medical Device and Diagnostic Division).
C	The bidder/manufacturer should be registered with Government of India for import of the quoted model (FORM 41 -Registration Certificate for import of devices into India, issued by Central Drug Standard Control Organisation (CDSCO), DGHS, MoHFW, Medical Device and Diagnostic Division).
1	System should include a Radio Frequency generator for tumour ablation systems with required Accessories.
1.1	The system should be usable for ablation in liver, lung, bone, kidney etc.
1.2	The system should be capable of generating power of at least 200 W.
1.3	The system (if temperature -based) should be capable of generating temperature of at least 95 deg C.
1.4	The system should be able to support electrode of variable lengths (i.e., 10 cm, 15 cm, and 20 cm).
1.5	The ablation size (ex-vivo) should be at least 3 cm.
1.6	The system should have needle track ablation facility.
1.7	The system should be compatible to use with Ultrasound, CT and open surgery.
1.8	The system should have facility for real-time temperature or impedance monitoring.
1.9	Probe cooling system should be provided, if required.
1.10.	If pump is required for the proper functioning of the RFA system, it should be provided with all necessary accessories like coolant reservoir, tubing etc, at no extra cost.
1.11.	There should be display of target temperature or impedance, power setting, timer, delivered power, time that RF is delivered, efficiency for all devices.
1.12.	The system should be supplied with total quantity of 10 electrodes sets in staggered manner.(electrode set means Probe with all essential consumables) of following sizes.
1.12.1	Electrode set of 2 cm active-electrode length - 05 nos.
1.12.2	Electrode set of 3 cm active-electrode length - 05 nos.
1.13	System should have self -Test facility.
2	Safety Features
2.1	System should have Probe Test system with ability able to check integrity of probe Intra-operatively.
2.2	System should have safety mechanism to limit excessive high temperature/power delivery.
2.3	The system should have ability to display all alert conditions and error messages.
3	Trolley (OEM) for mounting of RF unit to be provided.
4	Warranty/After Sale Service
4.1	Five-year comprehensive onsite warranty of entire system (Spares and labour) including all accessories and items supplied along with maintenance. If vendor is not a direct subsidiary of OEM (principles), then such warranty must be vetted by OEM.

4.2	This will be followed by 5 years comprehensive AMC covering everything as warranty.
4.3	A free software upgrade guarantee (compatible with the supplied platform) from OEM for 10 years.
4.4	95% uptime guarantee should be given (365 days on 24x7 basis). In case down time exceeds 5%, penalty in the form of extended warrantee, double the number of days for which the equipment goes out of service, will be applied.
4.5	Supplier must ensure the availability of 'expertise service' and maintenance in New Delhi. Spare parts and repair for the next 10 years must be ensured by OEM.
4.6	Future modifications in probes/ technology should be made compatible with the offered system.
5	Instructions
5.1	The system should be state of art and latest model.
5.2	There should be at least three global installations of the quoted model. Satisfactory performance certificate by users on their letterhead must be attached.
5.3	All information asked for must be provided in the compliance statement under the headings given above.
5.4	All information in the tender document must be supported by original product data sheets or should be certified by the principals. Computer generated data sheets, photocopies or email printouts shall not be accepted.
5.5	If the unit is being quoted by Indian agency which is not a direct subsidiary of the principals; an undertaking from the principals must be provided that in case of discontinuation or change of the agency, merger, acquisition or any corporate rearrangement, the principal will arrange for onsite maintenance of the unit and abide by all terms and conditions of the tender.
5.5	Training at functional site to be provided to doctors.
5.6	The quoted price should include RF machine, essential accessories with and 10 nos. of electrodes sets.
5.7	Unit Price of necessary consumables namely: electrode sets, tubing, grounding pad, cables etc. to be quoted separately and the price shall be applicable for 10 years.
6	Warranty
6.1	The tenderers must quote for five years comprehensive warranty (including all spares and labour) from the date of completion of the satisfactory installation.
6.2	The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.
6.3	The bidders must submit their quote also (rates) for subsequent five years comprehensive AMC (including all spares and labour) in their price bid, failure to comply this condition will entail the rejection of the bids.
6.4	All the hardware & software upgradation to be provided free of cost up to 5 years.

Item No. 5 (Rfx/ Event number 300003728)

C-Arm

Sr. No.	TECHNICAL SPECIFICATION
A	GANTRY/ C-ARM
1	The system should have a minimum of 77 cm free space within the C-Arm to provide a large imaging space.
2	The C-arm depth should be 67 cm or more to provide a large imaging space and C-arm clearance around the patient and the imaging table.
3	The C-arm should have a manual angulation of +/-200 degrees to allow the imaging chain to accomplish angled projections.
4	The C-arm field of view should be a square field of view for better ROI coverage.
5	The C-arm should have orbital movement of + 90 / - 45 degrees for better penetration in Crania/caudal movement.
6	The system should have at least 40cm of motorized vertical C-Arm travel capability to adjust the imaging chain height.
7	The C-arm should provide side to side (wig-wag) and the horizontal travel movements to allow panning during an imaging.
B	GENERATOR & X-RAY TUBE
1	The generator should be Micro Processor controlled converter type with output of 12 KW or more and minimum 50 KHZ frequency (or higher).
2	The system should operate in full capacity on 220 volts AC, 15 amps.
3	Fluoroscopic kVp range : 40-120 kVp or more
4	Fluoroscopic mA range : 4 mA - 20 mA or more
5	Radiographic kVp range : 40-110 kVp or more
6	Radiographic mA range : Minimum 70 mA
7	The generator should be capable of providing pulse fluoroscopy with pulse rates upto 25 frames/sec.
8	The X-ray tube should be a rotating anode X-ray tube type.
9	The tube should have additional safety filtration for the stray or scattered radiation i.e. cu filters.
10	Focal spot size should be 0.3 mm & 0.6 mm dual focal spots.
11	Anode heat storage capacity should be 300 KH.U. or higher
12	Anode cooling capacity should be 70 KHU/min. or higher
13	The tube housing heat storage capacity should be a minimum of 2000 KHU.
C	FLAT PANEL DETECTOR SYSTEM
1	The system should have a Flat detector of CSI with Amorphous Silicon doping or CMOS.
2	The Size of the detector should be of min 28 cm X 28 cm.
3	The pixel size should be 200 micron or less
4	The system should be equipped with two high-resolution 18" LCD/TFT medical grade monitors or more/one high resolution large display of min 32" with split facility.
5	The system should provide a last image hold capability that the last image is displayed on the active monitor after the termination of an exposure.
6	The system should be equipped with touch control panel.
7	The system shall allow the user to change the image orientation on the display

	screen during a live exposure or using the last image hold. Those functions include image rotation, and top to bottom image reversals.
D	DIGITAL SYSTEM & IMAGE MANAGEMENT
1	The system should have multi patient data base for handling large quantities of image, including dose management report.
2	The system should automatically select proper imaging parameters, kVp and mA during an imaging, but also provide the user to over-ride these setting manually.
3	Real time and automatic brightness and contrast should be provided to optimize displayed image.
4	The system should provide a real – time post processing edge enhancement capabilities to get better image quality according to the density of the tissue. An electronic/digital zoom function , save function to hard disk, Multi display.
5	The system should be capable of saving more than 5000 images to the internal hard disk and retrieve stored images later.
6	It should have facility to record on line fluoroscopy.
7	It should have facility for image and fluoro sequences retrieval on a CD/DVD/Pen drive.
8	System should have facility for DICOM connectivity and DICOM Ready. All DICOM functions (DICOM Send/Storage Commitment, DICOM Print, DICOM Query/Retrieve, DICOM Worklist/MPPS) should be offered.
9	Software to enhancement the contrast of image with respect to density of organ should be offered, allowing the contrast of structures to be emphasized without loss of information in bright and dark image areas
	Following Dose Reduction Package should be offered
10	Integrated dose measuring chamber with automatic transfer of the accumulated dose into a radiation report.
11	Radiation-free positioning of primary collimators through graphical display in the LIH image on the image monitor
F	Essential Certification:
1	The offered model should be USFDA and European CE with 4 digit notified body number for the quoted model.
2	Equipment should have AERB Type Approval Certificate for radiation safety.
G	ESSENTIAL ACCESSORIES
1	Lead Aprons with all round protection: 3 Nos
2	Lead Aprons with front protection: 6 Nos
3	Thyroid shield : 6 Nos
4	Lead eye glasses: 2 Nos

Sr. No	BOQ for C-Arm	Qty
1	C arm with flat panel as specified	1 no.
2	Lead Aprons with all round protection	3 nos.
3	Lead Aprons with front protection	6 nos.
4	Thyroid shield	6 nos.
5	Lead eye glasses	2 nos.
6	Suitable online reputed make U.P.S. with 15 minutes backup.	1 no.

B. GENERAL POINTS:**1. Warranty:**

- a) The bidders must quote for Comprehensive Warranty as per Conditions of Contract of the bidding 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) All software updates should be provided free of cost during Comprehensive Warranty period.
- d) 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. Complaints should be attended properly, maximum within 8 hrs.

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 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 bidding 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 lakh.
- e) 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.

- f) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.
- g) 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. Complaints should be attended properly, maximum within 8 hrs.

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 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. 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. The bidders must be a manufacturer. In case the foreign manufacturer does not quote directly, they may authorise an Indian agent as per proforma of "Manufacturer Authorization Form" as given in the bidding document to quote and enter into a contractual obligation.
2. The Bidder should have supplied and installed at least 1 (one) unit in last Five years from the date of Bid Opening, similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
3. In support of 2, the Bidder shall furnish Performance statement in the enclosed Proforma 'A'.

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

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 bidding document specifications, before the opening of the Price Bid.

PROFORMA 'A'**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last five/seven years)

TE 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 _____

Signature of Bidder _____

Place: _____

Seal of the Bidder _____

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

The bidders are requested to submit the purchase order copies for the specific model quoted along with the Techno-commercial Bid.

SECTION - IX

BID FORM

To
CEO
HLL Infra Tech Services Limited
B-14A, Sector-62
Noida – 201 307

Ref. Your TE No. _____ due for opening on _____

We, the undersigned have examined the above mentioned bidding document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ 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 bidding 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 – III or 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 advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.

We confirm that we fully agree to the terms and conditions specified in above mentioned bidding 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: _____

Signature of Bidder_____

Date: _____

Seal of the Bidder_____

SECTION - X
PRICE SCHEDULE

Price to be filled in the relevant field strictly as per the Price Format provided in the e-tender portal '<https://etender.lifecarehll.com/irj/portal>' under the RFX No. as per terms of the tender.

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: _____

Sl. No.	Activity	Yes/ No/ NA	Page No. of the Bids submitted	Remarks
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 Techno Commercial Bid?			
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.			
c.	Does such certificate clearly mention the quoted item?			
3. a.	Have you enclosed duly filled bid form as per bidding document?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
4. 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?			
5. 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	Page No. of the Bids submitted	Remarks
6.	Have you submitted Manufacturer's Authorization Certificate as per bidding document?			
7. 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?			
8.	Have you kept validity of 270 days from the Techno Commercial Bid Opening date as per the bidding document?			
9. 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?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number, IFSC Code etc.?			
11.	Have you furnished documents establishing your eligibility & qualification criteria as per bidding documents?			
12.	Have you accepted all the terms and conditions of this bidding document?			
13.	Have you submitted the duly signed copy of Integrity pact (At Appendix-A) on non-judicial stamp paper?			

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 HLL Infra Tech Services Ltd., Noida (for and on behalf of AIIMS)
(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 CEO
HLL Infra Tech Services Limited
B-14A Sector-62
Noida, Uttar Pradesh-201307

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 authorise 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 Bidding 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 Bidding Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Bidding 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) Bid Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished 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 Bidding 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 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
Items Sr. No./ RFx no.	Brief descriptio n 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)]
			1st	2nd	3rd	4th	5th		
			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 CAMC)
- c) The cost of Comprehensive Annual Maintenance Contract (CAMC) 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 Bidding 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 encashed 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 with date: _____
- 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)

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 Installation/Commissioning and Acceptance of Equipment: _____
- 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 with date:_____
- 11) Name and designation of Authorized Representative of Consignee:_____
- 12) Seal of the Consignee:_____

APPENDIX-A
INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____ Year _____

Between

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s. _____, with office at _____ represented by Shri _____, _____ (*Designation*) (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HITES

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with HITES for showing or forbearing to show

favour or disfavor to any person in relation to the contract or any other contract with HITES.

- 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder(s) will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDER(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture or its authorised agent/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.

- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HITES is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Contractors / Subcontractors

- 4.1 The Bidder(s)/Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- 4.3 HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Bidder (s) will not commit any future violation.
 - ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.

- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

7.1 HITES has appointed Sh. A.K. Arora, EX-DG, Indian Defense Service of Engineers as Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. Contact details of IEM is as below:

Sh. A.K. Arora
Independent External Monitor (IEM)

Office: HLL Infra Tech Services Ltd
B-14-A, sector 62, Noida 201307, U.P
Tel: 0120 4071500

Residence: B-333, Chittaranjan Park
New Delhi – 110019
Tel: 011 26273406

Mobile: +91 8130588577
Email: iem@hllhites.com

7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CEO/CMD.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CEO/CMD of HITES within 3 to 5 weeks from the date of reference or intimation to him by HITES/BIDDER.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer, HLL

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES/Consignee and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director/ CEO of HITES.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Infra Tech Services Ltd.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.