

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
STORE SECTION (CNC),  
1ST FLOOR, NEW PVT. WARD,  
ANSARI NAGAR, NEW DELHI-110 029, INDIA  
(Email: [rakeshkr@aiims.gov.in](mailto:rakeshkr@aiims.gov.in) )**

# **TENDER ENQUIRY DOCUMENT**

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



**Advertised Tender Enquiry No.: 04/CNC/NI&INR/ 2026-27/St.**

**Brief Description of Goods: 3T MR Imaging System for Gamma Knife Patient-01No. on turnkey and buy-back basis**

## SECTION-I



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**  
**ANSARI NAGAR, NEW DELHI-110 029**  
**NOTICE INVITING TENDERS (NIT)**

Advertised Tender Enquiry No: **04/CNC/NI&INR/ 2026-27/St.**

On behalf of Chief, CNC, AIIMS, Ansari Nagar, New Delhi-110 029 invites online bids, in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

S. No.	Brief Description of Goods	Quantity	Amount of bid security/EMD (in Rs.)
01.	<b>3T MR Imaging System for Gamma Knife Patient-01No. on turnkey and buy-back basis</b>	<b>01No.</b>	<b>INR 70,00,000/-</b> (in favor of 'AIIMS CNC ACCOUNT' payable at New Delhi)

### CRITICAL DATE SHEET

Published Date & Time	<b>14-04-2026 at 12.30 pm</b>
Bid Document Download/Sale Start Date	<b>14-04-2026 at 12.30 pm</b>
Seek Clarification Start Date	<b>15-04-2026 at 12.30 pm</b>
Seek Clarification End Date	<b>19-04-2026 at 03.00 pm</b>
Pre-bid meeting Date and time	<b>20-04-2026 (Monday) at 02.30 am</b>
Pre-bid meeting address	<b>Conference Room no. 9, Neuroradiology, Ground Floor, CNC, AIIMS.</b>
Bid Submission Start Date & Time	<b>01-05-2026 at 03.00 p.m.</b>
Bid Submission End Date & Time	<b>18-05-2026 (Monday) at 03.00 pm</b>
Bid Opening Date & Time	<b>19-05-2026 (Tuesday) at 03.00 pm</b>

#### **Instructions:**

1 Bids shall be submitted online only at CPPP website:

<https://eprocure.gov.in/eprocure/app>

2. The Bidder shall download the Tender Enquiry Document directly from the websites <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD

would be forfeited.

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

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

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

6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the “**AIIMS CNC ACCOUNT**” payable at New Delhi. The original Earnest Money/Bid Security must be delivered in the office of **Stores Officer, Store Section (CNC), 1st floor, New Pvt. Ward, AIIMS, New Delhi-110029** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected

## SECTION - II

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### A. PREAMBLE

##### 1. Definitions and Abbreviations

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

##### 1.2. Definitions:

1. "Purchaser" means the organization i.e. AIIMS/Center/Hospital/Department/Sections purchasing goods and services as incorporated in the Tender Enquiry Document.
- (ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- (iv) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Contract.
- (x) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.

- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement mentioned in the contract to determine conformity.
- (xii) "Day" means calendar day.

**Abbreviations:**

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

**1. Introduction**

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 1.3 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.

1.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

## **2. Availability of Funds**

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

## **3. 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.

## **4. Eligible Bidders**

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

## **5. 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.

## **6. Bid Expense**

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

## **B. TENDER ENQUIRY DOCUMENT**

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

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

- Section II – General Instructions to Bidders (GIB)

- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications & General Points
- Section VIII – Qualification Criteria
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Check List (Deleted)
- Section XII – Bank Guarantee Form for Bid Security
- Section XIII – Manufacturer’s Authorization Form
- Section XIV – Bank Guarantee Form for Performance Security/CAMC Security
- Section XV – Contract Forms A & B
- Section XVI – Performa of Consignee Receipt Certificate
- Section XVII – Performa of Final Acceptance Certificate by the consignee

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

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

- 9.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- 9.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

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

- 10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”.

## **C. PREPARATION OF BIDS**

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

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

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

- i) Scanned copy of “EMD/Bid Security” furnished in accordance with GIB clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Scanned copy of “Technical Specifications Quoted” as per **Section- VII** of Tender Enquiry Document viz-a-viz technical specification of the quoted equipment.
- iii) Scanned copy of “Technical Brochure/Catalogue of OEM of quoted equipment” detailing its technical parameters.
- iv) Scanned copy of “Tender Acceptance Form” as per **Section IX** to be uploaded.
- v) Scanned copy of “Performance Statement” as per **SectionVIII, Performa ‘A’** along with relevant copies of orders and End Users’ satisfaction certificate to be uploaded
- vi) Scanned Copy of GST Registration Certificate.

The Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:

- vii) Scanned copy of Documentary evidence, as necessary in terms of clauses 5 and 17 of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the contract if its bid is accepted to be uploaded.
- viii) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XIII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded.
- ix) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
- x) Scanned copy of Documents and relevant details to establish in accordance with GIB clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
- xi) Scanned copy of Documents confirming to Sole Proprietorship/Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.
- xii) Public Procurement (Preference to Make in India) order no. P-45021/2/2017-BE-II dated 15 June, 2017 issued by DPIIT, Ministry of Commerce and Industry as amended from time to time and its subsequent orders notifications issued by concerned Nodal Ministry will be applicable. Scanned copy of local supplier declaration /certificate as per section VIII, Performa ‘B’ to be uploaded.
- xiii) Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July, 2020 regarding sharing issued by Department of Expenditure, Public Procurement Division will be applicable. Relevant documents regarding this order to be uploaded (if applicable).

Note:

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

**B) Price Bid:**

- 1) Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Note:

- i) Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both Foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.
  - ii) If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least.
- 2) Scanned Copy of Consumables, optional accessories/items, Spares, etc. as per requirement of Tender Enquiry Document.
  - 3) Scanned copy of details from sr. no (vii) to (xiii) of local supplier declaration /certificate as per **section VIII, Performa 'B'**.

**Schedule of price bid in the form of BOQ\_XXXX.xls**

The below mentioned (Section X) price bid format is provided as BoQ\_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS New Delhi.

- 11.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a contract must specify whether he signs as:
  - i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
  - ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
  - iii. Constituted attorney of the firm if it is a company.

Note:

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

**12. Bid Currencies**

- 12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say USD, EUR, GBP, SGD, AUD, CHF, 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 in BoQ all the specified components of prices shown therein including the unit prices, applicable taxes and total bid prices of the goods and services it proposes to supply against the requirement. All the columns shown in the Price Schedule should be filled up as required.

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

- mentioned in List of Requirements, Technical Specification and Price Schedule.
- d) The price of Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery.
  - e) The Unit Price on CIP Name port of Destination + Extended Insurance (local transportation and storage)
  - f) The price of total Price on CIP Named port of Destination +Insurance (local transportation on and storage)
  - g) The prices of Turnkey Work ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - h) The price of CAMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

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

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

**13.5.2 Custom Duty:** The Purchaser will pay the Custom Duty wherever applicable.

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

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

13.8 Unless otherwise specifically indicated in this Tender Enquiry Document, the terms FCA, FOB, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS - 2010, published by the International Chamber of Commerce, Paris

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

### **14. Indian Agent**

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

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

## **15. Firm Price**

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

## **16. Alternative Models**

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

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

- 17.1 Pursuant to GIB clause 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its bid is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
  - a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
  - b) In case the bidder is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required

contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

- 18.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the bid fully conform to the goods and services specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods and services offered in its bid.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.
- 18.3 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

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

- 19.1 Pursuant to GIB clauses 8.1 and 11.1 A (i) the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT). It is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 19.3 The bidders who are currently registered with MSME for the specific goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration issued by department of MSME.
- 19.4 The Bid Security shall be denominated in Indian Rupees or equivalent currencies as per GIB clause 12.2. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker's cheque
  - ii) Fixed Deposit Receipt
  - iii) Bank Guarantee

- 19.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the bidder, in favour of as indicated in the NIT payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XII in these documents.
- 19.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause 20 of GIB is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.
- 19.7 The Bid Security of unsuccessful bidders will be returned without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 19.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.9 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **20. Bid Validity**

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

20.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

## **21. Signing of Bid**

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

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

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

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

**23.1** Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

**23.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

**23.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

**23.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode / eMudhra etc.), with their profile.

**23.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

**23.6** Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

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

24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include

Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 24.1.1 Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 24.1.2 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **25. PREPARATION OF BIDS**

- 25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 25.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- 25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **D. SUBMISSION OF BIDS**

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

- 26.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 26.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- 26.3** Bidder has to select the payment option as “offline” to pay the Bid Security/EMD as applicable and enter details of the instrument.
- 26.4** Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 26.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 26.6** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 27.** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
  - 2) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **28. ASSISTANCE TO BIDDERS**

- 28.1** Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
- 28.2** Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

## **E. BID OPENING**

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

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

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

### **30. Basic Principle**

- 30.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

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

- 31.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 31.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 31.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 31.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;
  - (i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
  - (ii) Bid validity is shorter than the required period.

- (iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
- (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIII.
- (v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, applicable law.
- (vii) Poor/unsatisfactory past performance.
- (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
- (ix) Bidder is not eligible as per Clauses 5, 6 & 17 of GIB.
- (x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xi) Bidder has not agreed for the delivery terms and delivery schedule.

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

- 32.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

### **33. Qualification Criteria**

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

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

- 34.1 In case the Tender Documents permits the bidder to quote their prices in different currencies, all such quoted prices of the responsive bidder will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Bid' opening.

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

- 35.1 In case the List of Requirements contains more than one schedule, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements

prescribed in that schedule are not included in the bid. However, as already mentioned in GIB sub clause 13.2, the bidder have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful bidder for each schedule, subject to bidder (s) being responsive.

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

36.1. Unless mentioned otherwise in Section – III – Special Instructions to bidder and Section – VI – List of Requirements, the comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis. The quoted Turnkey Work prices and CAMC prices will also be added for comparison/ranking purpose for evaluation. “Net Present Value (NPV) of the Comprehensive Annual Maintenance Contract Charges (CAMC) quoted for 8 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.

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

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

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

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

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

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

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

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

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

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

39.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

## **G. AWARD OF CONTRACT**

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

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

### **41. Award Criteria**

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

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

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

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

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

- 43.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating 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.
- 43.2 The Notification of Award shall constitute the conclusion of the Contract.

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

- 44.1 Promptly after notification of award, the Purchaser will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 44.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.
- 44.3 The Purchaser reserve the right to issue the Notification of Award consignee wise.

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

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

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

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

### **47. Publication of Bid Result**

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

## **H. CORRUPT OR FRADULENT PRACTICES**

#### **48. Corrupt or Fraudulent Practices**

48.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

### SECTION – III

#### SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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

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

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

## **SECTION - IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

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

#### **2. Use of contract documents and information**

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

#### **3. Patent Rights**

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

#### **4. Country of Origin**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

- 4.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule. The undertaking for compliance of Govt. OM’s regarding Land Border Sharing country is to be furnished by the firm in the technical bid.

## **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 **five percent (5%)** 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. The PBG shall be drawn in favour of the **‘AIIMS CNC ACCOUNT’**, payable at New Delhi.

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 Centers/MS of Hospital/ Head of the Department/ Dean as per the format in Section XIV.

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

- 6.1 The Goods & Services to be provided by the supplier under this contract shall conform 'Technical Specification' under Sections VII of this document.

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Sections VII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

- 7.3 Packing instructions:

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

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods
- e. Consignee's name and full address and
- f. Supplier's name and address

## **8. Inspection, Testing and Quality Control**

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's program 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, BureauVeritas, 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 actuals will be reimbursed.

## **12. Spare parts**

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

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

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

## **13. Incidental Services**

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services:

- i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.
- ii) Turnkey work (if any).
- iii) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.

- iv) Supplying required number of operation & maintenance manual for the goods.

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

The supplier shall send all the relevant dispatch documents well in time to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:

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

- a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
- b) Packing list;
- c) Certificate of country of origin;
- d) Bill of Lading/Airway Bill;
- e) Insurance Certificate; (if applicable)
- f) Manufacturer's guarantee and Inspection certificate; (if applicable)
- g) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
- h) Any other document(s) as and if required in terms of the contract.

#### **15. Warranty and CAMC**

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

- 15.3 The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.4 Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all spares, 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 Tender Enquiry Document.
- 15.6 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per conditions laid down in the Tender Enquiry Document.
- 15.7 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be upto the completion of the original warranty period of the main equipment.
- 15.8 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.9 During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.10 The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the

period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.11 The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment's 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's/machines/goods etc. and shall always give the most competitive price for its machines/equipment's supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

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

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

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

## **18. Modification of Contract**

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

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

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time

required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser the supplier shall convey its views to the Purchaser within twenty-one days from the date of the supplier's receipt of the Purchaser's amendment / modification of the contract.

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

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

### **21.1 Payment Terms**

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

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

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

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

- (i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII of Tender document in original 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) & submission of PBG of 5% order value in favour of '**AIIMS CNC ACCOUNT**', payable at New Delhi.

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

- a) **On Shipment:** Seventy Five (75)% of the net FCA/CIP price (i.e. FCA/CIP price less Indian Agency commission) of the goods despatch by Sea/Air shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:
- (i) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;
  - ii) Packing list;
  - iii) Certificate of country of origin;
  - iv) Negotiable clean Bill of Lading/Airway Bill;
  - v) Insurance Certificate; (if applicable)
  - vi) Manufacturer's guarantee and Inspection certificate; (if applicable)
  - vii) Inspection certificate issued by the Purchaser's Inspector; (if applicable)
  - viii) Any other document(s) as and if required in terms of the contract.
- b) **On Acceptance:** Balance payment of 25% of net FCA/CIP price of goods would be made against "Installation and Acceptance Certificate" to be issued by the End User through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable) & submission of PBG of 5% order value in favour of '**AIIMS CNC ACCOUNT**', payable at New Delhi.
- 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 Turnkey Work(Civil/Electrical/Air-Conditioning Works) at site:** The payment related to Civil/Electrical/Air-Conditioning Works at site will be made as indicated in the contract (as per prevailing rate of exchange ruling on the date of

Contract) and shall not be subject to further escalation / exchange variation. The payment for Civil/Electrical/Air-Conditioning works shall be made on submission of "Installation and Acceptance Certificate" by the End User.

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

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

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

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

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

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

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

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

**21.2.7** While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

## **22. Delivery**

**22.1** The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the

essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- 1) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty and GST which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk

and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **22.6 Passing of Property:**

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

## **23. Liquidated Damages**

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24.

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

## **24. Termination for Default**

- 24.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 The Performance Security in such cases will be forfeited.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for Insolvency:**

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

## **26. Force Majeure**

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for Convenience**

27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the

contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. Governing Language**

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

## **29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

## **30. Resolution of Disputes**

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

**30.2** If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

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

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

**30.5 Jurisdiction of the court** will be from the place where the Tender Document has been issued, i.e., New Delhi, India

### **31. Applicable Law**

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

### **32 Withholding and Lien in respect of sums claimed**

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

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

### **33. Fall Clause**

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

## **SECTION – V**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

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

## SECTION – VI

### LIST OF REQUIREMENTS

#### Part I

Sl. No.	Name of Equipment	Consignee	Quantity per Deptt. (No.)	Total Quantity per Schedule (No.)	Warranty Period	CAMC period after warranty
1	3T MR Imaging System for Gamma Knife Patient–01No. on turnkey and buy-back basis	NI&INR (CNC)	01	01	02 years	08 years

#### Part II: Required Delivery Schedule:

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

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

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

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

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

Installation and Commissioning shall be done at the earliest but not later than 45 days of delivery of goods at site or date of handing over the site for installation, whichever is later.

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

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

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

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

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

Comprehensive Annual Maintenance Contract (CAMC) as per details in Technical Specification as specified in part I above. Comprehensive Annual Maintenance Contract (CAMC) will start from the date of successful completion of warranty period.

**Required Terms of Delivery and Destination.**

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

Free Delivery at Consignee's Site(s)

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

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

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

**SECTION – VII**  
**TECHNICAL SPECIFICATION AND GENERAL POINTS**

**DEPARTMENT OF NI&INR (CNC)**

**TECHNICAL SPECIFICATIONS**

**Item Name: Purchase of 3T MR Imaging System for Gamma Knife Patient–01No. on turnkey and buy-back basis**

**Qty: 01No.**

<b>Technical Specification for the latest Whole Body state of the art 3T MRI system for GK facility for department of Neuroimaging &amp; Interventional Neuroradiology &amp; on a Turnkey and buy-back basis.</b>	
<b>Sr. No.</b>	<b>DETAILED SPECIFICATIONS</b>
	The 3.0 Tesla Magnetic Resonance Imaging system must be designed for optimal performance in cardiac and neurological examinations, featuring a compact superconducting magnet, high-performance gradients, and a fully digital Radio frequency system. It must also incorporate cutting-edge technology to deliver superior imaging quality and operational efficiency, making it the most advanced system in its segment. Furthermore, the system must be entirely new and free of any refurbished or recycled components. Vendors should quote their latest model.
<b>1</b>	<b>MAGNET</b>
i	3.0T active shielded superconductive magnet with the best homogeneity. Field stability overtime should be less than or equal to 0.2 ppm/hr.
ii	Length should be short with 60-70 cm bore diameter.
iii	It should have facilities of better illumination, ventilation & flared opening. System design should avoid patient claustrophobia.
iv	The homogeneity of the magnet should be mentioned for 10, 20, 30, 40 cm DSV. Automatic shimming in phantom should be better than 0.55ppm in 40 DSV.
v	The magnet must be designed to minimize external interferences, ensuring optimal performance with a smaller fringe field.
vi	The 5 Gauss and 10 Gauss lines should be specified along the X, Y, and Z axes, with exact dimensions or distances provided. The 5 Gauss line must be clearly marked for compliance and safety purposes.
vii	The cryogen vessel should exclusively use liquid Helium with appropriate super thermal shielding and refrigeration facility. Specify the Helium tank capacity and boil-off rate.
viii	Helium level monitoring equipment in the magnet and facility for appropriate quick shutdown of the magnet in the event of emergency

ix	Liquid helium supply during the warranty period and Comprehensive AMC should be included at no additional cost.
x	System should be a zero-helium boil-off magnet design.
xi	Physiological signal, coil connections, and table adjustments display should be on the gantry of the magnet
xii	Built-in 2-way Intercom facility to communicate with patient is required.
xiii	Emergency helium release button should be provided at least In two places [inside MR examination room and console room.
xiv	The System should be capable of doing Multinuclear Spectroscopy & can be upgraded in future.
xv	Magnet should be from USA/Japan/ Europe /India
<b>2</b>	<b>SHIM SYSTEM</b>
i	High performance and highly stable shim system with global and localized manual and auto—shimming for high homogeneity magnetic field for imaging. Specify the time regions.
ii	Auto shim (global and voxel-specific) should take minimum time to shim the magnet with patient in position.
iii	System should have higher order/ 2nd order shimming as a standard feature.
<b>3</b>	<b>GRADIENT SYSTEM</b>
i	Actively shielded (AS) whole body gradient system with strength minimum of Actual 60mT/m at a slew rate of Actual 200T/m/sec for each axis simultaneously with rise time should be 300ms.
ii	The Gradient system should be Equivalent/Imaging Performance which is linked with TR/TE values will not be considered
iii	The system must include provisions for eddy current compensation; the compensation level should be specified in percentage (%).
iv	Gradient linearity must be maintained across a specified field of view (FOV); provide the exact linearity specifications for clarity.
v	The field of View should be at least 50 cm in all three axes.
<b>4</b>	<b>RF SYSTEM</b>
i	A fully digital RF system is required, with a minimum transmitting power 43.2 KW, achieved through a single or combination of RF power amplifiers to reduce magnetic susceptibility effects for better B0 homogeneity. Specify transmitter frequency range.
ii	The RF system must include at least 64 independent RF channels, each with a bandwidth of 1 MHz or greater within a single FOV. It must be equipped with the necessary hardware to support Quadrature/CP array coils and have the capability to activate all 64 channels within a

	single FOV.
<b>5</b>	<b>RF COILS</b>
<b>i</b>	The system must include an integrated quadrature/CP body coil built into the magnet design, ensuring high-performance transmit and receive capabilities.
	Transmit/Receive or Receive-only Coils: Coils must support auto-tuning, array, or no-tune designs.
	The system must incorporate measures to prevent dielectric artifacts, ensuring optimal image quality, particularly in high-field imaging (e.g., Quadrature design, EPI compatibility).
	All array coils must support parallel imaging techniques, such as ASSET, SENSE, or IPAT (or equivalent).
	Provide details of the true acceleration factor for each array coil.
	The following coils should be provided, preferably with the number of elements equal to the channels for optimal performance:
<b>ii</b>	Head & neck coil –20 channels or more in a single scannable FOV
<b>iii</b>	Dedicated head 48-Channels or more in a single scannable FOV
<b>iv</b>	Tx Rx Head Coil should be offered (Gamma knife compatible)
<b>v</b>	Embedded Spine phased array coil should have at least 32 Ch for Thoracic & Lumber Spine.
<b>vi</b>	Body Phased Array Coil:
	Minimum 46 channels (single or combined) covering 45 cm along the Z-axis for abdominal imaging.
	Coils must be lightweight, with a weight of less than 1.8 kg.
<b>vii</b>	Large and small flex coils with 16 channels or more:
	Large coils for imaging regions such as the shoulder, hip, and knee.
	Small coils for regions such as the wrist, elbow, and ankle.
<b>viii</b>	The system must support acquisition from four or more coils simultaneously, enabling efficient throughput and increased effective FOV.
	The coil system must provide coverage of a body length of at least 200 cm, achievable with surface coils.
<b>6</b>	<b>PATIENT TABLE</b>
<b>i</b>	The table should be fully motorized, MRI Compatible computer-controlled table movement in vertical and horizontal directions Position accuracy should be +/- 1.0 C mm or better.

ii	Should be able to take at least 140 kg load.
iii	The table should have facility for manual traction in case of emergency.
iv	The table should be equipped with cushions and other comfort accessories to ensure patient well-being during scans.
v	All table components must be liquid-spill resistant for enhanced durability and hygiene.
vi	A hand-held patient alarm system must be provided for emergency communication
vii	The table must support automatic bolus chasing protocols for peripheral angiography, with synchronized automatic table movement for seamless imaging.
viii	A two-way communication system must be integrated, including a headphone, microphone, and necessary accessories for effective interaction between the patient and the operator.
ix	Headphone compatible with fMRI setup should be provided.
x	Strap on communication microphone mounting on RF coil with selectable, dual channel, automatic noise reduction; should monitor, record and broadcast filtered speech (FOMRI-III or equivalent). This should also be compatible with fMRI set-up provided. [Optional]
xi	Patient Entertainment system (compatible with supplied headphone and fMRI monitor)
xii	Closed-circuit TV and high-resolution CCD video camera for continuous patient monitoring from front and back of the magnet
xiii	Disposable earplugs (3M or equivalent) for sound protection (2000 quantity).
<b>7</b>	<b>COMPUTER SYSTEM IMAGE PROCESSOR / OPERATOR CONSOLE</b>
i	Computer should be latest in the industry, fast and efficient.
ii	One colour console for acquisition, all calculations, post processing etc. Console must have full colour with user define protocols with programmable inter scan delay. Latest host computer system with sufficient RAM (96 GB or more).
iii	For real-time image reconstruction, the system must have high-end image recontraction with dual core CPU, at least 128 GB of RAM, ensuring ultra-fast processing speeds.
iv	The computational capability must support advanced applications, including: <ul style="list-style-type: none"> <li>· Single-shot Echo Planar Imaging (EPI).</li> <li>· Interactive angiography.</li> <li>· Multi-planar 3D reconstruction.</li> <li>· Surface rendering.</li> <li>· Dynamic and vascular imaging/angiography.</li> <li>· Functional imaging and DTI.</li> </ul>
v	The main host computer should have at least 24-inch or more LED type color monitor.

vi	The console must have a music system interface to play music for patient relaxation in the magnet room.
vii	The system must support filming and storage of images and other applications efficiently.
viii	The system must include sufficient hard disk memory to store at least 250,000 images of 256 x 256 matrix data. Systems with larger storage capacity are preferred.
ix	A CD/DVD archiving facility must be included for both the main console and workstations.
x	The system must allow for the retrieval of raw reconstruction data in a user-friendly manner.
xi	It must provide connectivity to PACS through RIS/HIS at no additional cost, with the latest version of DICOM compatibility. PACs to be integrated with existing department system as well as hospital PACs.
<b>8</b>	<b>WORKSTATION</b>
i	Server Based workstation with 3 Clients & 3 No Concurrent users from the Manufacturer with preferably the same user interface as of main console is required with the availability of all necessary software including basic post- processing software including MIP, MPR, surface reconstruction and volume rendering technique. The Server Hardware should have memory of 10 TB & RAM should be 128 GB or more.
ii	Hardware Server: The server (single/dual configuration) should have image storage capacity of at least 2.5 Tera bytes, minimum 40,000 concurrent slice processing power and at least 192 GB RAM sufficient to handle 3 concurrent licenses. The server hardware to be included with 24" or more TFT/LCD monitor with dual processor. DICOM 3.0 compatibility and interfacing with other modalities must be possible.
iii	Hardware Workstations (5 workstations)
iv	Client hardware (specification for one workstation)- HP or equivalent with xeon processors, Z840 or equivalent CPU unit with 2 six core processors, Minimum 64 GB (16 GB X 4) RAM, NVIDIA 4 GB or equivalent, 1TB X 2 fast SSD hard drive, key-board, mouse, DVD drive with latest window OS etc., it should support the 2 monitors (6 MP + 1 MP)  6 MP (LED radiological grade monitor for images (Barco,Choronis or equivalent) and one MP Clinical Grade monitor for RIS
v	Advanced post-processing offered application including perfusion quantification advanced diffusion and DTI, DTT, fMRI, T1 perfusion and T2*perfusion analysis, 2D and 3D ASL analysis, processing of 2D/3D CSI data, GABA MRS, MRI finger printing, with color metabolite mapping.
vi	The workstation should enable printing in laser film camera and color printers.
<b>9</b>	<b>Data Acquisition</b>
i	The system should be capable of 2D and 3D acquisitions in conventional, fast and ultra-fast spin echo and gradient echo modes so that real— time online images can be observed if needed.

ii	2D multi—slice imaging should be possible in all planes (axial, sagittal, coronal, oblique and double oblique).
iii	Minimum 512 x 512 matrix acquisition for all applications.
iv	Half Fourier or other techniques to reduce scan acquisition time while maintaining adequate SNR
v	The system must support 3D volume imaging with options for multiple contiguous, interleaved, and overlapping slabs.
vi	Slice thickness in 2D and partition in 3D to be freely selectable
vii	Dynamic acquisition (serial imaging) with capability to initiate scan sequences either from the magnet panel or from the console.
viii	Dynamic acquisition number of repeat scans with delay time either identical time interval or selectable.
ix	Auto slices positioning from the localizer images- Automatic planning for Brain and spine imaging; and TOF angiograms for head and head and neck
x	Automatic setting number of slices and the FOV to fully cover the Brain and spine
xi	Automated positioning and alignment of slice groups to the anatomy (brain and spine), relying on multiple anatomical landmarks.
xii	Maximum -off centre positioning both anterior-posterior and lateral direction and should be selectable.
xiii	Gating: physiological signals like EEG, pulse, respiratory, external signal triggering (interface for triggering input pulse from external source).
xiv	Simultaneous acquisition, processing and display of image data in 2D multi—slice mode.
xv	Selection of voxel from oblique slices should be possible while doing spectroscopy.
xvi	The application software for image smoothing and edge sharpness etc. for improvement in image resolution should be quoted.
xvii	Artifact reduction/motion correction techniques/imaging enhancement/image filtering/image subtraction/addition multiplication/division techniques:
xvii	Flow 1st and 2nd order flow artifact compensation.
xix	Presentation slabs: a number of relocatable saturation bands to be placed either inside or outside the region of interest.
xx	Magnetization transfer saturation: Off resonance RF pulses to suppress signals from stationary tissue in FOV phase contrast capability in 2D & 3D mode.

xxi	Breath Hold Acquisition for Cardiac and Abdominal imaging must be possible.
xxii	Fat saturation techniques: frequency selective RF pulses to suppress fat signal in the measured image FO. ROI selective (regional) fat suppression should also be given.
xxiii	Magnetization transfer saturation; OFF-resonance RF pulses to suppress signals from stationary issue in FOV.
xxiv	Phase contrast capability In 2D and 3D mode.
xxv	Image intensity correction.
xxvi	Breath hold acquisition
xxvii	MRI fingerprinting or equivalent
xxviii	Single and multi-shot EPI imaging techniques.
xxix	Best diffusion technique available to be offered. This should remove all the susceptibility artifacts.
xxx	Data acquisition in all three standard planes (axial, sagittal coronal) and oblique and double oblique planes
xxxi	Multi-coil acquisition in order to optimize throughput increase and increased effective FOV. Individual acquisition of every coil should be mentioned.
xxxii	Simultaneous Multislice/ Multiband acquisition for brain and spine in EPI sequences including fMRI, DTI etc.
xxxiii	Compressed sensing for neuro and spine for all available 2D and 3D sequences.
xxxiv	Higher matrix acquisition capability in single shot EPI, Acquisition time, TR TE and slice thickness should be clearly mentioned and supported by data sheet reference.
xxxv	Susceptibility weighted imaging with phase contrast information to be provided
<b>10</b>	<b>Imaging sequences</b>
i	The system should be capable of selecting TR and TEs as per requirement in majority of the pulse sequences.
ii	Minimum TE & TR in 2D/3D should be specified in relation to the sequences.
iii	Minimum Slice Thickness in 2D & 3D should be specified in 'relation to the sequences.
iv	Echo Train length in both 'spin echo and Gradient echo should be at least 255 or more.
v	The measurement matrix should be from 128x128 to 1024x1024 in both 2D and 3D imaging as well.
vi	Spin Echo (SE): · Multi-slice single echo and multi-echo (8 echo or more) with minimum TR and TE.

	· Symmetrical and asymmetrical echo intervals and MT-SE imaging sequences.
vii	Inversion Recovery (IR): Support for short T1, modified IR-SE, FLAIR, DIR (Double Inversion Recovery), and MT-FLAIR sequences.
viii	Gradient Echo (GE): <ul style="list-style-type: none"> <li>· ultra-fast 2D and 3D gradient echo with shortest TR and TE.</li> <li>· Free flip angle selection while maintaining SNR.</li> <li>· Free breathing rapid dynamic 3D GRE based acquisition with motion correction and compressed sensing</li> </ul>
11	Fast sequences
i	Fast spin echo (FSE): 2D and 3D mode with T1, T2, and PD contrast; echo train length $\geq 128$ . Compressed sensing and simultaneous multi-slice acquisition support.
ii	Half Fourier acquisition capabilities should be available with/ without diffusion gradients and in combination with fast spin echo.
iii	Fast inversion recovery with spin echo.
iv	Fast gradient spin echo, IR multi-slice multi—echo mode with maximum turbo factor Sequences should incorporate RF focusing to acquire ultra- fast gradient spin echo.
v	Fat and water suppressed imaging sequences including the sequence which should give 4 contrasts (in phase, opposed phase. FAT and Water) images in a single acquisition to be quoted as standard
vi	TSE-based DWI for high-quality diffusion imaging.
vii	Real time field adjustments/ RESOLVE for eddy current artefacts reduction in DW-EPI
viii	3D Nerve View or equivalent for visualization of the brachial and lumbar plexus
ix	EPI optimized sequences for T1, T2, PD imaging. perfusion, regular diffusion values {5b, 3 directions), EPI-FLAIR. CPI-IR, IPI-FLAIR diffusion tensor
x	EP1-MT FLAIR, tensor diffusion (5b values in minimum in six directions) for diffusion studies
xi	DWI <ul style="list-style-type: none"> <li>· Diffusion weighting with up to 16 different b-values with minimum b value of 7000 or more.</li> <li>· Multiple Direction Diffusion Weighting (MDDW) – measurements can be done with multiple diffusion-weightings and up to minimum 256 directions for generating data sets for diffusion tensor imaging.</li> <li>· 2D selective RF excitation method for DTI/Diffusion to reduce FOV in phase-encoding direction within imaging plane</li> </ul>
xii	Suitable artifact/fat suppression techniques to be incorporated in the sequence to have optimum image quality.
xiii	MR ventriculography, Cisternography and Myelography.

xiv	Sequences for MRI imaging of joints with Metal implants like Advanced WARP/SEMAC /o_MAR XD should be offered with compressed sensing
xv	Whole body imaging with surface coil should be offered. This should cover at least 200cm
xvi	Internal ear imaging. 3D acquisitions like CUBE. SPACE, VISTA.
xvii	Selective excitation for Zoomed 3D TSE imaging
xviii	Susceptibility Weighted imaging with phase information and acquisition for QSM
xix	Neuromelanin imaging
xx	Motion corrected gradient based 3D T1 using radial k-space filling
xxi	MR Angiography:
	2D/3D and phase contrast modes with or without gating.
	Sequences for breath-hold angiography with contrast enhancement.
	Non-contrast angiography techniques (e.g., Native, Enhance, Trance) for whole-body applications.
	Pulmonary 2D/3D MRA sequence, including single breath hold sequence.
	ECG triggered non-contrast angiography
	4D flow for vascular quantification: acquisition and post-processing
xxii	Contrast Dynamics:
	Advanced contrast kinematic sequences like TWIST, TRICKS, or 4DTRAK.
	Contrast bolus tracking (including single shot whole body MRA, interactive and automated Comprehensive diffusion package, including DTI tractography for brain and spinal cord., etc.
	Peripheral moving table angiography should be offered covering hip to limbs to be examined in one go with high resolution and high SNR.
xxiii	DTI with SMS/multibandimaging
	Comprehensive diffusion package, including DTI tractography for brain and spinal cord.
	DTI with at least 256 directions to be offered as standard
	Automated distortion, motion and eddy current correction
	DTI with compressed sensing and SMS/Multiband imaging
xxiv	Perfusion
	DSC and DCE Perfusion study for brain to be offered as standard.

	2D ASL sequence with quantification
	3D ASL sequence
xxv	Functional MRI (fMRI):
	Enable whole-brain coverage with high temporal resolution T2*-weighted BOLD imaging.
	Support single-shot EPI for multi-slice functional imaging.
xxvi	Flow quantification
	Flow quantification in vessels and CSF. Should be able to run cardiac gated sequences (especially for syrinx-to identify the blockage).
	Flow quantification packages for CSF with dynamic CSF flow imaging
xxvii	Spectroscopy:
	Proton MRS Sequence for single-voxel acquisition, with selectable fat/lipid saturation bands, options of water saturation (e.g. VAPOR, CHESS, etc.) with all post-processing software
	Proton Multi-voxel CSI [2-D and 3-D] acquisition and metabolite mapping with all necessary RF sequences (and post-processing algorithms) with all post-processing software
	Water and lipid suppression in automated sequences.
	Mega-PRESS (for GABA estimation); i.e., GABA estimation sequence
xxviii	Parallel Imaging:
	Techniques like SENSE, SMASH, ASSET, GRAPPA with reduction factor $\geq 4$ .
	Specify acquisition time reduction for head, body, cardiac, angio, and ortho applications.
xxix	Deep Learning Reconstruction: Incorporate deep learning-based techniques for:
	SNR improvement.
	Direct resolution enhancement (super-resolution).
xxx	Functional MRI of Brain with artifact reduction package with LCD based Paradigm Generator to be offered. The post processing of fMRI should be available on Workstation Clients.
	BrainWave Real Time, Pre- acquisition / post processing or inline BOLD or BOLD Specialist
	Ability to fuse high-resolution anatomical images with fMRI activation maps and diffusion tensor tractography maps

	Sequence enabling prospective motion correction in quick time and in real time during fMRI
xxxix	2D /3D Synthetic MR /Magic or equivalent with offline TE/TR change to get multi-Contrast MRI Images from a Single Acquisition including T1, T2, STIR, and proton density weighted images of the brain. Any hardware required for processing of synthetic MRI should be provided.
xxxix	Myelin only imaging and quantification
xxxix	Quantitative liver T2* estimation for iron. quantification
xxxix	Radial/Spiral pulse sequences for ultrafast imaging.
xxxix	Sequence for in-line motion correction for uncooperative patients/ children (with software and acquisition - sequences like BLADE, PROPELLAR, Multivane XD or equivalent)
xxxix	Sequence for nullifying CSF pulsation artifacts
<b>12</b>	<b>POST PROCESSING AND Evaluation</b>
i	3D Multiplanar reconstruction (MFR) in any arbitrary plane including curved planes with freely selectable slice thickness and slice increments.
ii	3D Surface reconstruction and evaluation on reconstructed images with minimum time.
iii	MIP in 2D and 3D mode, targeted/segmented MIP in any orthogonal axis with minimum processing time and capable of displaying in cine mode.
iv	Diffusion Imaging:
	Evaluate and display diffusion images, including ADC maps and tract-specific diffusion parameters.
	Support advanced diffusion techniques, including (optional) IVIM should be provided if available or work in progress DS1 should be provided Free of Cost whenever is available
v	Automatic estimation of diffusion-perfusion mismatch analysis of acute stroke patients
vi	QSM analysis of brain should be provided Free of Cost whenever is available
vii	Voxel-based morphometry for segmentation and quantification
viii	Proton Density Fat Fraction (PDFF) analysis for liver and muscle fat quantification.
ix	Relaxometry tools for T1 and T2 relaxometry.
x	MRI Fingerprinting for advanced quantitative imaging.
xi	AI-Rad Companion Brain MR for morphometry analysis or equivalent
xii	Spectroscopy:

	<b>Mega-PRESS (for GABA estimation) post-processing software</b>
	<b>Post processing should include FFT, base line correction, curve optimization, automatic phase correction, metabolite imaging, spectral mapping, magnetic resonance spectroscopic imaging (molecular imaging) with naming and peak integral values for all in-vivo metabolites</b>
<b>xiii</b>	<b>Perfusion</b>
	<b>Full Perfusion imaging with necessary post processing with time intensity graph and other statistical parameters</b>
	<b>Evaluation package for calculating CBV, CBF, MTT, permeability maps etc. Post processing of all perfusion sequences should be available in console also.</b>
	<b>Analysis of DCE data- Ktrans, Kvp, Kp, etc.</b>
	<b>Calculation of normalized perfusion parameters</b>
	<b>Quantitative analysis of 2D ASL</b>
	<b>Qualitative analysis of 3D ASLs</b>
	<b>Fusion of perfusion map with Contrast enhanced 3D T1 images etc.</b>
<b>xiv</b>	<b>BOLD Functional MRI</b>
	<b>Evaluation of functional images of brain with appropriate statistical algorithms, color display and overlay on base anatomical images.</b>
	<b>Software for evaluation of functional mapping [BOLD evaluation] and neurometabolite mapping.</b>
	<b>Real time BOLD fMRI analysis</b>
	<b>Superimposition on Neurotractography geometry and tensor diffusion field on both functional BOLD mapping and neurometabolite (CSI) mapping.</b>
<b>xv</b>	<b>Software for co-registering structural MRI with fMRI, DTI maps and perfusion maps (all four at the same time) to fuse to generate a single set of images and send to surgical neuronavigation system (BrainSuite/Olea/equivalent or better) to be supplied in the additional workstation. Fusion of other modality images (PET/SPECT/etc.) should also be possible.</b>
<b>xvi</b>	<b>Flow quantification and evaluation for vascular [high and low), CSF, bladder outlet and cine display</b>
<b>xvii</b>	<b>Full post processing for SVS, CSI, metabolic mapping with colour coding for BRAIN.</b>
<b>xviii</b>	<b>Image statistics: measurement of distance, area, volume (2D and 3D), angle, SD, mean, image addition subtraction, multiplication, division, interpolation, segmental, threshold, Evaluation features like zoom, rotation, scroll, image synthesis, multi-point T1 and T2 calculation (more than 8) window searching, text dialogues graphics. Sorting, searching, archiving, recalling, etc.</b>

xix	FDA-approved software for automatic hippocampal, regional, and whole-brain volumetry (e.g., Neuroquant or equivalent).
xx	Package for lesion segmentation in white matter and register current imaging with old imaging to detect a change in size and appearance of new lesions.
<b>13</b>	<b>Advanced Applications / technologies</b>
i	<p><b>Silent/Quiet MRI:</b></p> <ul style="list-style-type: none"> <li>· The system must include silent or quiet MRI sequences with gradient wave modification, enabling significantly reduced noise levels during scanning.</li> <li>· These sequences should achieve extremely quiet imaging without compromising: <ul style="list-style-type: none"> <li>· Slew rate.</li> <li>· Peak gradient amplitude.</li> <li>· Acquisition time.</li> </ul> </li> <li>· The vendor must provide a list of all sequences included in the silent MRI package and specify their corresponding estimated sound levels.</li> <li>· The sound levels for these sequences must not exceed 85 dB, ensuring patient comfort during scanning.</li> </ul>
iii	<p><b>Latest Technology for Respiratory Triggering:</b></p> <ul style="list-style-type: none"> <li>· The system must include hardware-based technology capable of automatically detecting patient breathing patterns as soon as the patient lies on the table.</li> <li>· Technologies such as BioMatrix or equivalent must be provided for simplified workflow.</li> <li>· This should eliminate the need for manual respiratory sensor placement, minimizing user interaction and enhancing ease of use.</li> <li>· An advanced solution, such as Vital Eye or an equivalent system, must be offered for accurate and automated respiratory triggering.</li> </ul>
<b>14</b>	<b>UPS</b>
i	The system must be provided with a suitable UPS to support the complete MRI system, including all accessories (excluding the chiller).
	The UPS must ensure a minimum backup time of 30 minutes to safeguard against power interruptions and maintain system operation during critical scans.
<b>15</b>	<b>DOCUMENTATION</b>
i	Dry Imager System:
	The system must include a digital DICOM 3.0 dry chemistry camera with the following specifications:
	Resolution: 16 bits/600 dpi or higher.
	Support for at least three online film sizes.
	Capable of printing on film sizes of 8 x 10, 10 x 12, and 14 x 17 inches.

	The dry imager must be freely configurable by the user to enable seamless switching between the specified film sizes based on clinical requirements.
<b>16</b>	<b>ACCESSORIES</b>
i	A dedicated storage cabinet must be provided for safe and organized storage of all coils.
ii	One MR-compatible should be MR Safe at 3T folding wheelchair with the following features: <ul style="list-style-type: none"> <li>· Wheel locks.</li> <li>· Flip-up footrests and armrests.</li> </ul>
iii	One MR-compatible should be MR Safe at 3T hydraulic patient trolley with: <ul style="list-style-type: none"> <li>· Dual-pedal pump for height adjustment.</li> <li>· Adjustable cot sides and a removable IV pole.</li> </ul>
iv	Chiller (for the cryocooler) and gradient amplifiers
v	Handheld metal detectors (2 units) must be supplied to ensure safety within the MRI facility.
vi	Imported RF Cabin with complete interiors including wall finish, flooring, false roofing, high classroom lighting, A/C ducting, Gas Pipelines and Top up Helium during handing over.
vii	Functional MRI
	Complete fMRI solution with MR compatible LCD 40" UHD display; if patient entertainment monitor is not compatible, please supply an additional monitor)
	Headphone compatible with fMRI setup should be provided.
	<p><b>Communication</b> <span style="float: right;"><b>Microphone:</b></span></p> <p>.A strap-on communication microphone mountable on the RF coil must be supplied with:</p> <ul style="list-style-type: none"> <li>· Selectable dual-channel functionality.</li> <li>· Automatic noise reduction.</li> </ul> <p>.Capability to monitor, record, and broadcast filtered speech (e.g., FOMRI-III or equivalent).</p> <p>. If a microphone is included with the patient entertainment system, this specification can be skipped.</p>
	<b>Response Pad System:</b>
	An 8-button MR-compatible response pad (e.g., Cedrus or equivalent) must be provided for use in the examination room.
	The response pad should be integrated with the fMRI paradigm presentation system and include:
	Interface device.
	Necessary cables to connect the response pad with a laptop or PC.
	Installation of cables through the MRI room's filter box must be performed by the vendor.

	<b>Stimulus Presentation Software:</b>
	The system must include a stimulus presentation/paradigm generator software with a permanent license (e.g., Superlab, E-Prime, Presentation, or equivalent).
	The software should support the presentation of various media types, including:
	Audio-visual images.
	Audio files.
	Video formats in multiple codecs.
	<b>Synchronization and Triggering:</b>
	The system must provide an external RF trigger from the MRI console for synchronization with fMRI sequences.
	Triggering options must include compatibility with USB, serial, and other ports, allowing use with any third-party paradigm software installed on the researcher's PC or laptop.
	<b>Physiological Data Integration:</b> The system must enable the availability and recording of physiological data (e.g., ECG, respiratory signals, SpO <sub>2</sub> ) for time-stamping of functional/resting MRI data.
	<b>Functional Imaging Package:</b> <ul style="list-style-type: none"> <li>o The system should include a comprehensive package for BOLD imaging, capable of:</li> <li>o Real-time data processing.</li> <li>o Displaying color overlay results in real-time.</li> </ul>
viii	<b>MR-Compatible Pressure Injector:</b>
	A dual-pressure injector or triple-head injector with a minimum 2000 Gauss line rating (e.g., MedRad or equivalent) must be included. It should come with:
	500 tubings/syringes for at least 500 cases (one set per case).
	The price of consumables for the injector must be quoted separately for a period of five years.
ix	Two quantities: Digital Patient Weighing Scale (in the range between 0 to 250kg)
x	<b>Data Security and Maintenance:</b>
	All servers and workstations supplied (MRI console, additional workstations, fMRI workstations, etc.) must be equipped with reputed antivirus software for five years.
	The vendor must ensure weekly antivirus updates for five years, either automatically or via the provided internet facility.
xi	Dehumidifier- two in number, minimum 110 liters

xii	Image archival:
	Image archival must be supplied to store unprocessed data, including DTI, perfusion, fMRI, and MRS data, with:
	A minimum of 100 TB space in SAS drives with RAID 6 configuration.
	At least 2 hot spare discs for every 10 drives.
	Capability to send/ retrieve data to main or additional workstations for future processing.
xiii	Fire Safety:
	Provide three MRI-compatible CO <sub>2</sub> -based fire extinguishers (minimum 5 kg each) to be placed in Zone 4 and Zone 3.
	The vendor must provide Cat 6 network cables for the entire installation.
<b>17</b>	<b>TRAINING</b>
i	Application support engineer should be assigned for at least 30 days in a quantum of 6 months to train the staffs/clinicians in the department.
<b>18</b>	<b>STANDARD AND SAFETY</b>
i	Should be FDA /European CE approved/BIS/Equivalent to Indian standard certificate product.
ii	Walk through Ferromagnetic detector with multiple fluxgate sensor to help detect approaching ferro magnetic hazards and with door ignore function. It is to be wall-mounted immediately outside the MRI room at the entry door of MRI Scanner Room. It should give both visual and audible warning to approaching threat. It should have continuous detection without breaks. It should be US FDA/CE and ISO 9001 approved.
iii	Entirely passive fluxgate sensor to be installed in Zone 2/3 to detect small ferrous objects and implants inside the body of the patient. It should be US FDA/CE and ISO 9001 approved
<b>19</b>	<b>Hardware Upgrade</b>
i	The MR system should be regularly maintained in the latest version of computing software, including software platform upgrades released for the respective system that can prepare it for future enhancements. If a HW upgrade is required to run the latest software version to its normal performance, the respective HW should be upgraded at no additional costs during the complete life of the system.
ii	The MR computing software system should offer built-in security controls to protect the system from vulnerabilities that can result in cyberattacks or inappropriate access to patient data. The built-in security should comply with the latest international standards of data security and encryption, as well as with existing regulations to protect personal and protected health information (e.g., GDPR, HIPAA, any local regulation), during the complete life of the system.

	add in turnkey layout- 3886sq ft with requirement of rooms and other areas
<b>20</b>	<b>Networking</b>
	Imaging Reporting Workstations - Radiology - QTY 10
	Imaging reporting workstation with 2x2MP FDA Approved Monitor and Single Clinical Monitor- 20 nos
	RADIOLOGY DIAGNOSTIC DISPLAY (2MP DUAL HEAD x 1 Display + 1 x2MP Review)
	Medical Grade Diagnostic Workstation for CT/MRI/USG/ - 2MP High bright color dual diagnostic display system with 21inch 2MP high bright clinical review navigational display with dedicated Medical Display card to support all 3 displays and Cloud based QA software (All of the same brand)
	The Medical Grade Diagnostic Color Display system should have the following specification and the warranty should apply to the Display, Graphic card and Backlight warranty hours as mentioned.
1	2MP (1600x1200 pixels)
2	Screen size of 21.3 inch
3	Contrast Ratio 1400:1
4	Bit depth 30-bit, response time 10ms.
5	Power consumption 50 W (nominal) @ calibrated luminance of 500 cd/m <sup>2</sup> .
6	Maximum Luminance 800cd/m <sup>2</sup> and D1C0M luminance 500cd/m <sup>2</sup> .
7	System should have front sensor, I guard &ULT.
8	FDA 510(k)
9	2MP diagnostic display should have protective glass cover
10	2 Warranty 5 years, including 40000 hrs backlight warranty whichever is earlier for the Diagnostic display.
11	Special features like SPOT VIEW (Configurable size) & CONFERENCE View should be available on diagnostic display. Touch pad to be supplied with the display.
12	Graphic card should be of the same brand, Intel® and AMD architectures,4GB GDDR5 display memory,96 GB/s memory bandwidth,128-bit memory interface,1 Display Port 1.4 & 2 mini Display Port's 1.4 (2 mDP to DP locking adapters included), Maximum power consumption: <50W.
13	21" or more Medical Grade Review Display from the same manufacturer and should run on the same card- FDA Class 1, 5 1 0(k) exempt for Clinical display.

14	21" or more Display should have DICOM calibrated luminance of 400cd/m2 & Maximum at 1000cd/m2. Contrast ratio 1800:1
15	Navigational display for RIS/Worklist - should auto dimming feature.
16	Medical QA web for DICOM calibration with inbuilt test patterns.
17	5 years warranty for complete system including local swap.
18	Company should have directoffice in India for more than 05 years
19	All Display should be BIS certified
	Workstation CPU - 10QTY
	One Processor - Intel Xeon 6 Core, Memory - 16 GB, Hard drive - 512GB SSD or 1TB SATA, NIC - 1GB Display Card - 2GB Card, Operating System - Windows 10 Professional 64 bit, DVD - DVDRW media drive, Power Supply - Single Power Supply, Software License - Necessary software for integration
	Clinical Viewing Stations- 7 nos
i	Intel Core i7 processor
ii	8 GB RAM
iii	500 GB HDD
iv	Win 10 Pro - 64 bit
v	DVD - DVDRW media drive
21	Optional items (quote price of each item separately)
i	Dual-Tuned RF Coils for Spectroscopy (Optional):
	31P MR Spectroscopy: Provide a dual-tuned RF coil for recording 31P MRS in the head, along with all necessary acquisition software and hardware.
	23Na MR Spectroscopy: Supply a dual-tuned RF coil for recording 23Na MRS, including the required acquisition software and hardware.
ii	Suitable coil should be offered for Peripheral Angio studies. This should at least cover 80cm with at least 32 elements. Multiple coils should be offered to avoid coil repositioning. (OPTIONAL)
iii	Resting-state fMRI- automated processing software
iv	Whole-Brain MR Spectroscopy- Including tools and sequences for whole-brain MR spectroscopy to comprehensively assess metabolic and chemical information.
	Other Items

	<b>MRI Compatible Anesthesia Workstation with Remote Monitoring</b> Quantity: 01 Nos.
	The Anaesthesia workstation should be MRI compatible which can be used in 3T MRI room and in MRI environments of at least 400 Gauss.
1	Should have color-coded alarm indicators for monitoring of critical closeness to the MRI machine. Anaesthesia Machine:
2	Should have a three-gas model Anaesthesia machine with flow meters for Oxygen, Nitrous oxide and air.
3	Should be suitable for low and minimal flow anesthesia application with compliance compensation of breathing circuit, and fresh gas flow compensation/ decoupling.
4	Should have pin index yokes for oxygen & nitrous oxide besides a separate connection for the central gas supply for oxygen, nitrous oxide and air.
5	Gas delivery during power failure must be unrestricted.
6	Should have pressure gauges for cylinders & central supply lines.
7	The gas connections should be non-interchangeable
8	Should have separate fresh gas outlet for use in open circuit.
9	Should have Emergency oxygen flush (30 – 70 L/min bypassing the vaporizer).
10	Should have paramagnetic/fuel/ galvanic cell oxygen sensors.
11	Should have an audible oxygen fail-safe alarm.
12	Should have electronic or mechanical hypoxic guard to ensure a minimum 25% O <sub>2</sub> across all O <sub>2</sub> -N <sub>2</sub> O mixtures.
13	Should have optical alarm lights for patient alarms and event log capability.
14	Machine should have an inbuilt color screen display of size 12-inch or more for clear visibility in the MRI room along with the option of remote monitoring facility (slave monitor).
15	Should have battery life of 45-60 minutes or more.
16	Should be heavy frame & base, antistatic with high-quality castor wheels with front/ central brakes.
17	Should be compact, ergonomic design with 3 drawers, easy to use and easy to maintain.
18	Machine should preferably have an inbuilt suction facility (optional).
19	Machine should have an integrated AGM Module.
	Vaporizers:

20	Should have the facility for mounting a minimum of two vaporizers. Vaporizers should be selectatec type, and have the latest technology, key filler, and tool-free installation, with interlocking facility. Vaporizers should be preferably of the same make as that of machine.
21	Vaporizers should have high accuracy of delivered concentration of volatile anesthetic agent and should be maintenance free.
22	Should be provided with a temperature/pressure compensated and flow independent vaporizer for Isoflurane & Sevoflurane.
	Ventilator:
23	Machine should have an integrated anesthesia ventilator system to ventilate adult and pediatric patients including infants.
24	Should be able to deliver a wide range of tidal volume (20 -1500 ml or more) for use in neonates to adults.
25	Should have Inspiratory/ Expiratory ratio (I:E) 4:1 to 1:4
26	Ventilators should have different modes of ventilation such as volume and pressure controlled, pressure support, and spontaneous or manual modes with provision for PEEP.
27	Should have an integrated color screen for continuous display of tidal volume (inspired and expired), respiratory rate, I: E ratio, minute volume, Peak, Mean and plateau airway pressure and PEEP.
28	Audio-visual alarms for high and low settings of pressure, volume and disconnection should be present.
29	Should have at least 60 min rechargeable battery backup for the ventilator.
30	Should have an integrated breathing circuit with circle absorber of good quality, easy to clean, autoclavable, and fewer parts to reduce leaks.
31	Should have a fresh gas de-coupled semi-closed circle absorber system.
32	Should use universal below for all patient categories. Should not require changing of bellows for adults or infants.
33	MRI-compatible disposable adult and pediatric breathing circuits – 20 nos. each to be provided with each machine. The breathing circuit supplied should be at least 3 meters in length.
	Monitor:
34	Should have an integrated color TFT touch screen display of minimum 15" for simultaneous monitoring of at least 5 waveforms and 4 numeric parameter fields.
35	The display should have touch functioning with a rotary knob function available.
36	It should be suitable for monitoring adult, pediatric and neonatal patients.

37	Anesthesia gas monitoring and capnography.
38	The monitor should display ECG leads with enhanced ECG performance and removal of MRI gradient artifacts.
39	Should have wireless ECG sensors based on Bluetooth technology to avoid wire heating issues.
40	Should display one or all the selected leads at a time. Should have an arrhythmia monitoring facility.
41	Should have wireless SpO2 sensors based on Bluetooth technology to avoid wire heating issues.
42	Should display plethysmographic pulse waveform and digital value of the arterial oxygen saturation. Finger sensor for adult, paediatric and neonatal application to be provided.
43	The wireless sensors should have battery backup of at least 6 hours. Charging module for sensors should be provided.
44	Should have facility for dual invasive pressure monitoring with provision for Interface cable for transducers from different manufacturers.
45	Should have a facility to monitor dual temperatures through fiber optic sensor cables. It should include a surface temperature probe.
46	Should have a multi gas module for measurements of anesthesia gases and volatiles agents and should display MAC values.
47	It should have automatic detection of gases and agents with display for inspired and expired concentrations.
48	It should have a facility to measure EtCO2 (side stream) with a display for both capnography waveform and values.
49	It should have wireless/wired connectivity option to remote monitor for viewing all the patient data outside MRI environment. User should be able to monitor hemodynamic and anesthesia data in control room which will include vital parameters, multigas data,ventilation waveforms & parameters and alarm messages.
50	A slave monitor with a touch screen colored TFT display of size 21" or more to be provided for remote monitoring in the console room. The vendor must ensure the display of all monitoring parameters in the slave monitor
51	Monitor should have a minimum 4 hours of battery backup.
52	It should have a trend facility for vitals parameters (both graphical and tabular) for at least 8 hours.
53	Should have two USB ports interface for software upgrades and data transfer.
54	It should preferably be able to connect with anesthesia machines for viewing the anesthesia data on a patient monitor.

55	<p>Scope of supply</p> <p>1. MRI compatible ECG sensor-2 Nos. with each machine</p>
	<p>2. MRI compatible SpO2 sensor- 2 Nos. with each machine</p>
	<p>3. NIBP hoses and cuffs- 1 No. hose and 1 Cuff for different sizes (Neonate, Infant, Small, Medium and Large)</p>
56	<p>The manufacturer should provide compatibility certification for the MRT system.</p>
57	<p>System should confirm to international and European standards (ISO/EN 740 and ISO 9000/9001) labeled with the CE-approval for all electronic and electrical modules and also conforms to EN 60601-2-13</p>
58	<p>All components (anesthesia machine, ventilator, vaporizers and monitor) should be US-FDA or 4-digit notified European CE or BIS approved.</p>
59	<p>Firm should have more than 5-year experience in the field.</p>
60	<p>Company should have an office/ Service Centre in Delhi/NCR.</p>
	<p>MRI-Compatible Laryngoscope set</p>
	<p>Quantity: 02 Nos.</p>
1	<p>Should be MRI compatible which can be used with up to 3 Tesla Scanner.</p>
2	<p>Should have reusable handle with MRI compatible battery.</p>
3	<p>Should have LED light.</p>
4	<p>Should have both reusable and disposable blades options.</p>
5	<p>Should be supplied with 2 sets of Macintosh reusable blade of size 0, 1, 2, 3 and 4 each.</p>
6	<p>Should be supplied with one MRI Compatible difficult intubation blade of size 4.</p>
7	<p>Should be US FDA/ European CE / BIS approved.</p>
	<p>MRI compatible Syringe Infusion Pump.</p>
	<p>Quantity: 3 Nos.</p>
1	<p>Should be an MRI compatible syringe infusion pump for up to 3 Tesla.</p>
2	<p>Should be lightweight, portable, user-friendly and syringe-based infusion pump.</p>
3	<p>Should be able to load syringes of different sizes ranging from 2ml, 5ml, 10ml, 20ml and 50/60 ml.</p>
4	<p>Should be able to support a wide range of syringe brands both international and local make.</p>

5	Should have a drug library.
6	Should have different drug delivery modes, like ml/h, mg/kg/min, µ/kg/min etc.
7	Should be able to set a bolus rate.
8	Should administer a wide range of infusion rates ranging from 0.01ml/h to>1000ml/h.
9	Should have audio-visual alarms for occlusion, near empty and syringe empty, and battery charge on the display
10	Should have the battery backup of at least 6 hours once fully charged.
11	Should have KVO and post occlusion bolus reduction function.
12	Should have the facility of stacking multiple pumps.
13	Should have integrated Magnetic field indicator and should trigger an optical and acoustic alarm when maximum allowable magnetic field strength is exceeded.
14	Should be European CE/ USFDA/ BIS approved.
15	Original equipment manufacturer should have direct service support office in New Delhi
<b>Terms &amp; Conditions</b>	
1	Demonstration of the offered model is must to confirm all the technical specifications/functionalities of the equipment. The vendor must leave the equipment for use on a few patients so that actual efficiency and safety can be ensured.
2	The vendor should provide satisfactory performance reports from previous installation of equipment.
3	Compliance statement: The vendor must provide a chart (in tabular form) comparing the compliance of the technical specifications of the quoted product with the required technical specifications. The vendor must give the relevant page number and paragraph number in their literature/brochure regarding that technical information in the technical bid. Merely stating complies or meets requirements will lead to the assumption that the quoted product doesn't have the required feature.
4	Guarantee & Warranty- The company should provide 2 year Comprehensive Warranty followed by 8 years of CAMC with all spares. The vendor must provide advance information if any part of the equipment is not covered under warranty.
5	Accessories & Consumable - The cost of all accessories/spares/consumable items should be quoted separately, and it should be fixed for 10 years. from the date of installation of the equipment. If the cost of any item is not mentioned it will be considered free of cost for the lifetime of the machine.
6	Penalty Clause -In situations of malfunctioning of the equipment or its being nonfunctional, the

	equipment should be repaired/made properly functioning to the satisfaction of the end user within 48 h of making a complaint to the company. If it is not possible then a properly functioning equipment of the same or higher model should be made available for the period for which the equipment is non-functional, otherwise double the number of days for which the equipment is not available will be added to the CAMC.
	The new MR facility will be integrated with MR-guided HIFU - MRI (MR guided high intensity focused ultrasound, MRgHIFU)
	The setup will be integrated with existing PACS of the hospital
	DSI and QSMI should be provided FOC whenever commercially available
<b>FULL &amp; PARTIAL TURNKEY SCOPE 3 TESLA MRI AT GAMMA KNIFE FACILITY NI&amp; INR AIIMS DELHI</b>	
<b>Sr. No.</b>	<b>DETAILED SPECIFICATIONS</b>
<b>1</b>	<b>General:</b>
<b>a</b>	The unit is to be installed on full turnkey basis with Civil Works (Interior & Structural design Build), facade works, plumbing (Internal & External), and Electric works, HVAC Works, Communications, MGPS and Furniture etc. Structural works will be carried out by Consignee along with all regulatory/statutory approvals.
<b>b</b>	Total covered area should be 3886 Sqft approx., including chiller area with shed area.
<b>c</b>	The MRI Centre should comprise the following rooms.
<b>1</b>	MRI Gantry Room
<b>2</b>	MRI Console with Reporting room
<b>3</b>	MRI Equipment Room
<b>4</b>	Patient Preparation area with Toilet (Male/Female)
<b>5</b>	Change Room
<b>6</b>	Chiller area
<b>7</b>	Battery Room
<b>8</b>	Reception
<b>9</b>	General Waiting Area
<b>10</b>	SR Room/Consultant Room with Toilet
<b>11</b>	Staff Room
<b>12</b>	Store Room

13	Male Doctor Rest Room
14	Female Doctor Rest Room
15	Neurosurgery Storage room (at GK unit, space to be given by neurosurgery dept. in their respective area)
d	The toilets will have only western WC and wash basin with tap.
e	All the site hindrances like underground & overlay HT/LT line, water supply lines or sewage lines, communication, or data lines, etc. In case any of the utility service above is encountered during working, removal/relocation will be the responsibility of the consignee.
f	Removal of plantation/trees from the area under scope will be arranged by consignee with required NOC from MOEF.
g	Any PCPNDT/ Statutory/Regulatory approval will be responsibility of consignee.
2	<b>Civil Works</b>
	Turnkey will include the Civil Construction work as under mentioned and shall be as per applicable IS codes & CPWD specification:
a	Preparation of all structural and architectural working drawing, clearing of the site excavation of foundation trenches, construction of foundation footings and superstructure brick walls. Any other regulatory guidelines and duly vetted by the Consignee.
b	Construction should be RCC frame structure/columns/beams to facilitate modifications and expansion later. Foundations of the building should be designed for two floors for future construction. Mixing & use of plain and reinforced concrete shall be in accordance with the provisions of IS: 456:2000.
c	Waterproofing of the roof is to be done with Brick Bat Coba/Polymer based method.
d	All partitioning walls of the MRI Centre will be of brickwork as per Safety Guidelines.
e	The remaining areas/rooms shall have Aluminum section doors/windows which should be having minimum thickness 10 SWG and should have adequate locking mechanisms.
f	The exterior walls should be finished with Texture paint of approved shade/color and the facade should be finished with ACP Cladding.
g	Flooring will be flat and stable with PVC conductive flooring where the MRI scan gantry and table are installed.
h	Flooring in the other areas will be Italian Marble.
i	Floor cable trenches with black board & or Tile covers will be provided for the cables in the MRI and Equipment rooms.
j	Complete plumbing operations including laying of sanitary lines, manholes, wash basins,

	geysers, white vitreous EWC etc. will be provided and shall be Jaquar/ Kohler.
k	Arrangement of water supply lines for drinking and general use will be made.
l	All water pipes shall be of high-density CPVC of approved and standard make (Prakash/ Supreme). The bathroom fixtures shall be brass chrome plated.
m	The washing and drainage lines should be made of chemical resistant material.
n	An access control wooden door with viewing window is to be installed at MRI dedicated lobby
o	A glass door including locking & accessories is to be installed at the main entrance. It will be wide enough to permit easy entry of trolleys and wheelchairs. The entrances to the MRI scan Centre to be padded at the junction of both the doors to avoid dust and provide insulation.
p	All LED lights and smoke detectors to be accommodated integrated in the false ceiling. All the internal wiring including that of telephone, LAN etc. will be concealed.
q	All rooms will have vitrified flooring 600X600 mm and wall tiles 600 X600 mm (Orient/Kajaria/Somany) up to false ceiling, except main MRI Room which will have PVC conductive flooring and laminated paneling.
r	External finish white cement based wall putty and water proof paint like Apex Ultima/equivalent
s	MRI Room 600x600 mm Acoustical tile Supported on Aluminum suspension and cove with light and other area should have 600x600 mm Acoustical tile Supported on GI suspension Skylight of size 1200x1800mm should be provided in MRI Room.
t	Fire safety measures a fire alarm system of reputed make with smoke detector indicator panels, call boxes, electronic sirens and wiring will be installed.
u	All the rooms in the complex will be signposted. Sun film or venation Blinds will be put-up in all windows.
v	The entire complex will be made rodent/ Pest resistant.
w	Color aesthetics will be kept in mind while matching the paint with the furniture.
<b>3</b>	<b>Electrical Services:</b>
a	The MRI scanner and all connected/required equipment for scanning, post processing and filming are to be connected to the supplied UPS.
b	All the electric wiring (copper), modular switches & sockets plugs, MCBs etc. are to be of reputed make HR FRLS PVC insulated or ZHLS Polymer insulated as per IS codes.
c	Different parts of the complex will have separate wiring for light and power circuits through MCBs of suitable capacity.
d	Dedicated 5 Nos Copper earthings is to be provided for the MRI system and other ancillary

	accessories.		
e	DG backup power supply connection will be provided by consignee hospital to MRI centre Electrical Panel supplied by vendor.		
f	Required power up to MRI site will be responsibility of consignee and vendor to provide the required load requirement.		
<b>4</b>	<b>Air Conditioning.</b>		
a	The complete area is to be centrally air conditioned except toilets/services. (Equipment zone: 22 degrees plus minus 2 degrees, general zone 24 degree plus minus 2 degrees)		
b	AC with cooling and humidity control capabilities is to be provided. Air cooled/ Hi wall-Split/Packaged/Ductable Split AC Units of 45 TR capacity should be provided.		
c	Console with Reporting room to have separate 1.5T split AC for working during off working hours.		
<b>5</b>	<b>Fire Detection:</b>		
a	An addressable fire detection system consisting of the smoke/heat detectors should be provided in the complex integrated in the ceiling and control panel near the reception.		
b	5Nos 4.0Kg MR compatible fire extinguishers should be provided at suitable locations to combat any accidental fire.		
<b>6</b>	<b>Communication:</b>		
a	An internet and telephone connection will be provided by the Hospital authorities and the running cost of the same shall be borne by the Hospital Authorities. Necessary internal		
<b>7</b>	<b>Medical Gas Piping.</b>		
a	A gas pipeline facility comprising of Air, vacuum, Nitrous and Oxygen will be provided in examination room will be connected to nearest available centralized gas facility of the hospital (maximum up to 15-meter distance).		
b	The supply of medical grade gases will be provided by hospital authorities. The networking in console room for working of Camera and Console monitors.		
<b>8</b>	<b>Furniture.</b>		
	Following Furniture required for proper functioning of the MRI Centre.		
	<b>Area</b>	<b>Description</b>	<b>Qty</b>
	Reception	Reception desk in black board construction with granite top	1
		Overhead Storage 1200x600x450mm	1
		Reception chairs with castors	2

	General waiting	General waiting Perforated steel chairs on common steel stand in group 3	6
		Corner Table	2
	Staff Room	Low backed chairs with armrests	1
		Overhead storage	1
		Wooden Cupboard	2
		Centre Table	3
	Sr. Faculty Room	High backed swinging chairs on castors with armrests	1
		Film viewer (3 films)	1
		Overhead storage	1
		Wooden Cupboard	2
		L-Shape Table	1
	Console with Reporting Room	Workstation Table	5
		Computer chairs	5
		Wooden Cupboard	1
		Low backed swinging chairs on castors with armrests	3
		Film viewer (3 films)	1
	Change Room	Storage Lockers with 03 compartments	1
		Distortion free wall mirror	1
	MRI Room Examination (Magnet)	Storage unit for phantoms	1
		Drug Trolley on castors	1
	Doctors Rest Room(Male & Female )	Bed 1 Seater with Side Stool	2
		Recliner sofa	1 + 1
9	<b>Miscellaneous Equipment:</b>		
	Following Miscellaneous equipment should also be provided at all the sites.		
	Vacuum Cleaner : 1Nos		
	Electronic temp and humidity display units: 3 Nos		

	The Original Equipment Manufacturer (O&M) provide an undertaking affirming their responsibility to ensure continuous service delivery throughout the warranty and CAMC periods, even in the event of a change in the authorized distributor /vendor for any season.
	The bidder must quote the rates of below mentioned item in the financial bid & BOQ for future purchases as and when required basis. The rates will be freezed and remains valid for 10 years. These rates will also be calculated for ranking purpose.
	<b>Accessories &amp; Consumable:</b>
	The price list of all spares parts, accessories, consumable items (required to use on machine) should be quoted separately in the Financial bid section (PDF) and the quoted rates will be valid till the warranty & CAMC period (i.e. 10 years) from the date of installation of equipment. If, the price of any spares, consumables/accessories/ parts not quoted by the firm in the price bid and will required in future to run the system, the same has to be supplied by the firm at free of cost without any further term & conditions.
a	The product or its earlier model should have been marketed in India during last for at least 2 years
b	The parent company should certify that the quoted product is not going to be out of assembly line for at least 10 years from date of quotation.
c	The parent company should give an undertaking to provide the spares/accessories/consumables, required to run the equipment, during the warranty & CAMC period, as and when required basis.
d	If the equipment is software based and new software is introduced within five years, all the updates will be provided by the OEM/Supplier at free of cost.
e	The department may ask for demonstration of actual quoted product or even for trial use.
f	If necessary, training of the personnel for the use of the equipment will be provided by the company vendor at free of cost.
	<b>Compliance Statement:</b>
	The vendor must provide, in tabular form a comparative chart of the required technical specification and technical specification of the quoted product. The vendor must give the relevant page number and paragraph number, in their literature regarding that technical information in the technical bid. Merely stating "complies" or meets requirement" will lead to assumption that the quoted product does not have the required feature.
	Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present in India having selling experience of at least 02 years in government institutes/hospitals.
	All technical bids comparative statement to the tender specifications must be enclosed along with reference no., paragraph no. from original catalogue of the equipment.
	The principal firm has to certify that spares, consumables, accessories & support shall be

	available for next 10 years.
	It will be responsibility of the vendor to submit proposal of fixed rate of CAMC at least 6 months before expiry of warranty period and previous CAMC.
	If desired by the TSEC, Demonstration of quoted product would be mandatory at AIIMS, New Delhi premises. Only seven days' period will be given for preparation of demo unit and not further extension will be provided. All bidders are advised to keep ready their quoted product for demonstration. None attending demo meeting/non-demonstration of quoted product, the bid will be summarily rejected. Machine must be provided for 15 days or more so that it can be evaluated by all the faculty members, failing which your bid will be disqualify/rejected.
	Proper training to Technical/related officials for the proper use of the equipment, must be provided by the company/vendor at free of cost.
	<b>Buy-back offer:</b>
	The existing GE MRI OPTIMA MR 450W with GEM System-32, installed in 2011 is to be sold under buy-back basis. The reserve price of this equipment's is Rs.29,35,200/-. The vendors are advised to see this equipment's with prior permission of HOD, NI & INR and must quote their buy-back price (must not be less than Reserve price) in the price bid section & BOQ. The buy-back price will be considered (minus) for ranking purpose.
<b>OTHERS TERMS &amp; CONDITIONS</b>	
1.	<p>Important Conditions:</p> <ul style="list-style-type: none"> <li>• The bidder must quote rates of equipment with 02 (two) years onsite Comprehensive warranty (Inclusive all tubes, all other items including all consumables like UPS batteries, printer, ACs, security devices, syringes, furniture items, drug trolley etc, all spares, all accessories, batteries, all 3rd party items and labor) from the date of Installation of equipment. Further bidder must quote rates of Comprehensive Annual Maintenance Contract (CAMC) Inclusive all tubes, all other items including all consumables like UPS batteries, printer, ACs, security devices, syringes, furniture items, drug trolley etc, all spares, all accessories, batteries, all 3rd party items and labor, for 3rd to 10th years, after expiry of two years comprehensive warranty. In case, bidder not quoted rates for CAMC, it will be treated included and must be provide 10 years comprehensive warranty within quoted rates of equipment. No CAMC proposal will be considered later on. <b>The cost of equipment + Turnkey work + CAMC (NPV) –Buyback value (inclusive of GST), will be considered for ranking (L-1) purpose.</b></li> <li>• All software updates till the period of 10 years to be provided free of cost</li> <li>• The L-1 bidder must submit copies of previous supply order placed by AIIMS, New Delhi or any other Govt./reputed Pvt. Hospitals/Organizations within one week of receiving the information for ascertaining the price reasonability of quoted equipment/instruments.</li> </ul>
2.	The site plan/layout is attached with this bid documents at last page No.93. Vendors must see and quoted their bid accordingly.

**Bidders must consider & upload the following documents in the Technical bid & price bid.**

1. Tender acceptance Form (as per bid format)
2. Manufacturers Authorization Certificate (As per bid format)
3. Country of origin of quoted product.
4. Product brochure

5. Technical bid (with Make, Model and detailed scope of supply)
6. Technical Compliance Statement (in tabular form)
7. Product Certifications.
8. Complete terms & conditions (Including warranty, CAMC, bank details, mode of shipment, taxes, etc.)
9. Product HSN Code & Sellers GeM ID number must be mentioned in the technical bid.
10. Details of Service Centre, (Complete Address)
11. Undertaking of Fall Clause, No Case pending in CBI/Vigilance, Non-blacklist in AIIMS, New Delhi or any other Govt./reputed Pvt. Hospitals/Organizations.
12. Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July, 2020 regarding sharing issued by Department of Expenditure, Public Procurement Division will be applicable. Relevant documents regarding this order to be uploaded (if applicable).
13. Bidders Registration Certificate, GST certificate, drug license, CDSCO (if applicable).
14. Financial bids should be in the format provided in the CPP portal and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.
15. Price bid (with complete scope of supply, price break-up of all items), complete list of Transducers, spares, accessories, electrodes, consumables for quoted product must be uploaded in pdf at financial bid (space given in the CPP Portal).
16. Bidders must quote rates of all spares, accessories, consumables (with break-up price of each item) separately (in PDF) and the quoted rates will remain valid for 10 years (warranty & CAMC period) for future purchases as and when required basis.
17. In case any item (spares, accessories, consumables) required to run the system and firm did not quoted rates of those items in their price bid, the same mandatorily will be supplied by the firms at Free of Cost without any condition.

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## **B.GENERAL POINTS**

1. **Warranty:**
  - a) The bidders must quote for two years (onsite Comprehensive warranty (Including all spares, all accessories, batteries, all 3rd party items and labour) from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the user department.
  - b) The warranty charges shall not be quoted separately.
  - c) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of

10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.

- d) All software updates should be provided free of cost during Comprehensive Warranty period.

## **2. After Sales Service:**

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

## **3. Training:**

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

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

- a) The cost of Comprehensive Annual Maintenance Contract (CAMC) which shall Include all spares, all accessories, batteries, all 3rd party items and labor, from the date of satisfactory installation, commissioning, trial run, handing over and acceptance of the goods by the user department, preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and all spares, after satisfactory completion of Warranty period(two years) may be quoted for next eight 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 NPV basis.
- d) Before commencement of CAMC period, the suppliers shall furnish a Performance Bank Guarantee for 2.5 % of the cost of the equipment (as per Performa given in Tender document) valid till 3 months extra after expiry of entire CAMC period. The Performance Bank Guarantee for CAMC will be applicable in case of equipment cost is more than Rs.10 lakhs.
- e) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.
- f) All software updates should be provided free of cost during CAMC. In case of failure by the supplier, the Bank Guarantee of CAMC will be forfeited.

- g) The payment of CAMC will be made on half yearly basis after satisfactory completion of said period duly certified by end User.

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

- a) The firm should provide uptime guarantee of 95% during warranty period and CAMC period.
- b) During the Warranty period and CAMC period, desired Uptime of 95% of 365/366 (Leap Year) days (24 hrs), if downtime more than 5%, the warranty period/CAMC period will be extended by double the downtime period. In addition a penalty equal to amount of 0.25 % of the total cost of equipment per day will be liveable for the excess downtime period subject to Maximum of 10% of Cost of the Equipment. Complaints should be attended properly, maximum within 8 hrs.

**6. Turnkey Work:**

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

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

**Section-VIII**  
**Qualification Criteria**

1. In case the manufacturer does not quote directly, they may authorize their authorized agent as per Proforma of “Manufacturer Authorization Form” as given in the Tender Enquiry Document to quote and enter into a contractual obligation.
2. The Manufacturer should have supplied and installed in last two 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’ of Section VIII.

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’s) for technical acceptability as per the Tender Enquiry Document specifications, before the opening of the Price Bid.
5. The bidder must upload all the technical bid details (like, Experience Certificate, Bidders & OEM’s credentials documents, EMD, NSIC/MSE’s, Tender Acceptance, Authorization, Technical bid with detailed scope of supply, Details of Country of Origin, Make In India local content compliance on Rs.100/- stamp paper (as per OM), Technical compliance statement, Product broacher, all product related certifications, Compliance of warranty & CAMC conditions (without price bid), list of Installations, Previous order copy of same/similar quoted product (without price), list of all spare parts, list of all accessories, list of all consumables (without price bid), GST, PAN, CDSCO certificate (for import/Manufacturer), Details of manufacturer, GeM seller ID number) HSN code, Product part Number etc.
6. Bidder must upload Price details like (Price bid with break-up price of each component of quoted product as per scope of supply) in PDF in the price bid section.
7. Further, bidder must upload list of all spare parts, list of all accessories, list of all consumables (each segment separately) with prices in PDF in the price bid section. The price will remain valid for 10 years from the date of Installation.
8. Mix price/disclose of price of any component (Cost of equipment, CAMC Charges, Spare parts, accessories, consumables) of quoted product in the technical bid would be violation of two bid system and the bid will be summarily rejected.

**Section – VIII  
PROFORMA ‘A’**

**PROFORMA FOR PERFORMANCE STATEMENT**  
(For the period of last five years)

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

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

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

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

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

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

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

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

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

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

**Section – VIII**  
**PROFORMA ‘B’**  
**FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING LOCAL CONTENT IN A MEDICAL**  
**DEVICE TO BE PROVIDED ON RS. 100/- STAMP PAPER**  
**(To be given by Authorized signatory duly authorized by the Board of Director)**

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

I \_\_\_\_\_ S/o, D/o,W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Public Procurement (Preference to Make in India) order no. P-45021/2/2017-BE-II dated 15 June, 2017 issued by DPIIT, Ministry of Commerce and Industry as amended from time to time and its subsequent orders, notifications issued by concerned Nodal Ministry.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P45021/2/2017-B.E.-II dated 29.05.2019 and Notification No. 31026/36/2016-MD dated 18.05.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers the input is not in- house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly

**Note: Details for Sr. No. (vii) to (xiii) may not be uploaded with technical bid inadvertently.**

**For and on behalf of (Name of firm/entity)**

Authorized signatory (To be duly authorized by the Board of Director)

**SECTION – IX**  
**TENDER ACCEPTANCE FORM**

To \_\_\_\_\_

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

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

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

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

We agree to keep our bid valid for acceptance as required in the “General Instruction to Bidders”, read with modification, if any in “Special Instructions to Bidders”, Section – 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 Tender document, including amendment/ corrigendum if any. “We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security.”

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

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

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

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

**SECTION - X**  
**PRICE SCHEDULE**

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

**SECTION - XI**

**CHECK LIST(DELETED)**

**SECTION – XII**

**BANK GUARANTEE FORM FOR BID SECURITY**

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

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

**The conditions of this obligation are:**

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

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

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

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

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

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

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

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

Dear Sir,

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

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

We also state that we are not participating directly in this bid for the following reason(s):  
\_\_\_\_\_  
(*please provide reason here*).

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

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

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

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

We also confirm that in case we change appointed Indian agent during Comprehensive warranty/CAMC period, all accepted liabilities will be fulfilled/accepted by me (OEM) or our new appointed Indian agent without any additional cost and conditions.

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 authorized officer of the Bank)

.....  
Name and designation of the officer

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

**SECTION – XV**

**CONTRACT FORM - A**

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

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES**

*(Insert Name of concerned Centre/Hospital/Department/Section)*

**ANSARI NAGAR, NEW DELHI-110 029**

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

To

*(insert name of Supplier with address)*

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

1. Name & address of the Supplier: \_\_\_\_\_
2. ATE No of Tender Documents: \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Purchaser
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc, which are included in the Tender Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications;
  - (v) Quality Control Requirements;
  - (vi) Tender Acceptance Form uploaded by the supplier;
  - (vii) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;
  - (viii) Manufacturers' Authorization Form (if applicable);
  - (ix) Purchaser's Notification of Award

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

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

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

Schedule No.	Brief description of goods/ service	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 dispatch instructions: \_\_\_\_\_

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

6. Warranty clause:

7. Payment terms:

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

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

\_\_\_\_\_  
 (Signature, name and address of the supplier's executive duly authorized 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
Sch edul e No.	Brief descri ption of goods	Quant ity  (Nos.)	CAMC Cost for Each Unit year wise in Rs.							GST Value in Rs  (___ %)	Total CAMC Cost for 8 Years with GST  (3) X [(4a+4b+4c+4d+4e+f+ g+h)+ (5)]
			3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>		
			a	b	c	d	e	f	g	h	

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

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

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

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

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

(Seal of the Purchaser)  
 Date: \_\_\_\_\_  
 Place: \_\_\_\_\_

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

\_\_\_\_\_  
 (Signature, name and address of the supplier's executive duly authorized 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)**

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

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

OR

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

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

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

