

OPEN DOMESTIC E-TENDER ENQUIRY DOCUMENT FOR  
THE PURCHASE OF MEDICAL EQUIPMENT FOR  
THE YEAR **2023-24** JIPMER, PUDUCHERRY

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(This document consisting of **63** pages)

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**SECTION I**  
**NOTICE INVITING TENDER (NIT)**

No. JIP/Pur.12(16) UGATM/OeT/2023

Dated: 17.01.2024

**TENDER NOTICE**

The Director, JIPMER, Puducherry invites Open E-Tenders from the Manufacturers or their Authorized Agents dealing with the supply of the following item: -

Sl. No.	Name of the Equipment	Department	EMD amount (Rs.)
01.	Ultrasound Guided Arterial Line Training Model - 01 Unit	Anaesthesiology & CC	40,000.00

**Note:**

1. Tender processing Fee is inclusive of GST @ 18% (Our GSTIN: 4AAAJJ0846M1Z4)
2. Date, Time and venue of pre bid meeting, if held, will be informed on website.
3. Last Date for receipt of pre-bid queries is [anesthesia.stores@gmail.com](mailto:anesthesia.stores@gmail.com)
4. Important dates related to this tender are given below.

**2. Tender timelines:**

- i. Opening date and time for tender document download: **06.00 PM** on **17.01.2024**
- ii. Last date for receipt of pre-bid queries: **04.30 PM** on **24.01.2024**
- iii. Pre-bid queries can be made through e-mail [anesthesia.stores@gmail.com](mailto:anesthesia.stores@gmail.com)
- iv. Opening date and time for submission of online bids: **04.30 PM** on **25.01.2024**
- v. Closing date and time for submission of online bids: **12.00 Noon** on **08.02.2024**
- vi. Date and Time of opening online of bids: **02.30 PM** on **09.02.2024**  
(for technical evaluation)
- vii. Date and Time of opening online of price bids: To be intimated later.

3. Tender Processing Fee (Non-refundable) : **₹590/- (500+90)** [including 18% GST] shall be paid through SBI collect only (Exemption not available for MSME).

4. Earnest Money Deposit (EMD) : EMD of **₹40,000/-** shall be paid through SBI collect only. The EMD shall be returned without interest to the non-successful tenderers after acceptance of award of contract by the successful bidder. EMD Exemption only applicable for MSME Manufacturers. Traders & Service providers are not exempted from EMD.

5. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.jipmer.edu.in](http://www.jipmer.edu.in) or <https://eprocure.gov.in/eprocure/app> for complete details.
6. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
7. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
8. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
9. The bidders shall submit the required tender processing fees and EMD through SBI collect only before the due date and time mentioned above (as per GIT clause 22).
10. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
11. In the event of any of the Date of opening online of bids being declared as a holiday / closed day for JIPMER, the tenders will be opened at the same time on the next working day.
12. The date, time and venue of the pre bid meeting, if any, will be put up on the JIPMER Website [www.jipmer.edu.in](http://www.jipmer.edu.in)
13. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further addendums/ corrigendum related to this tender will be published in these websites only.

**Officer in Charge,**  
**Purchase Section**  
Ground Floor, Administrative Block JIPMER,  
Dhanvantari Nagar, Puducherry: 605 006.  
Ph: 0413-2296016  
**for Director,**  
**JIPMER, Puducherry.**

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## **A. PREAMBLE**

### **1 Definitions and Abbreviations**

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

#### 1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/the Individual or Firm submitting Bids/ Quotation/ Tenders.
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Earnest Money Deposit (EMD)" means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) "Day" means calendar day.
- (xiv) "Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier or MSE as per the context, may be above the L1 for the purpose of purchase preference.
- (xvii) "JIPMER" means the Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry 605006.

### **1.3 Abbreviations:**

- (i) “TE Document” means Tender Enquiry Document / Tender Document.
- (ii) “TPF” means Tender Processing Fee.
- (iii) “NIT” means Notice Inviting Tenders.
- (iv) “GIT” means General Instructions to Tenderers
- (v) “SIT” means Special Instructions to Tenderers
- (vi) “GCC” means General Conditions of Contract
- (vii) “SCC” means Special Conditions of Contract
- (viii) “DGS&D” means Directorate General of Supplies and Disposals
- (ix) “NSIC” means National Small Industries Corporation
- (x) “PSU” means Public Sector Undertaking
- (xi) “CPSU” means Central Public Sector Undertaking
- (xii) “LSI” means Large Scale Industry
- (xiii) “SSI” means Small Scale Industry
- (xiv) “LC” means Letter of Credit
- (xv) “DP” means Delivery Period
- (xvi) “BG” means Bank Guarantee
- (xvii) “RR” means Railway Receipt
- (xviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xix) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xx) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxii) “RT” means Re-TENDER.
- (xxiii) “GST” means Goods and Services Tax
- (xxiv) GMSD means Government Medical Store Depot
- (xxv) “JIPMER” means Jawaharlal Institute of Post graduate Medical Education and Research, Dhanvantari Nagar, Puducherry- 605006.
- (xxvi) “MSE” means Micro and Small Enterprises
- (xxvii) “AMC” means Annual (Labour Only) Maintenance Contract (labour and preventive maintenance but not spares)
- (xxviii) “OEM” means original equipment manufacturer.

## **2 Introduction**

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section - VII - “List of Requirements”, which also indicates, inter alia, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) 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 purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The bidder shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.



- 2.4 Before formulating the Tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

### **3 Availability of Funds**

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

### **4 Language of Tender**

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

### **5 Eligible Bidders**

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.
- 5.2 Participation in this tender is restricted to Class 1 and 2 local suppliers as defined in the Clause GIT 37.4. **Non local suppliers are not permitted to participate in this tender.**
- 5.3 In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 5.3.1 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 5.3.2 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- 5.3.3 The beneficial owner for the purpose of (5.2.2) above will be as under:
- a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5.3.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 5.3.5 In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 5.3.6 Bidders must certify compliance with the above mentioned provisions in the tender form as per Section IX.

## **6 Eligible Goods and Services**

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

## **7 Tendering Expense**

- 7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender 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 Tendering process.

## **B. Content of Tender Enquiry Documents.**

- 8 In addition to Section I – “Notice inviting TENDER” (NIT), the TE documents include:
- Section II – General Instructions to Tenderers (GIT)
  - Section III – Special Instructions to Tenderers (SIT)
  - Section IV – General Conditions of Contract (GCC)
  - Section V – Special Conditions of Contract (SCC)
  - Section VI – Qualification Criteria
  - Section VII – List of Requirements
  - Section VIII – Technical Specifications
  - Section IX – Tender Form
  - Section X – Price Schedules
  - Section XI – Check Lists
  - Section XII – Manufacturer’s Authorisation Form
  - Section XIII – Bank Guarantee Form for Performance Security/CMC/ AMC Security
  - Section XIV – Proforma of Final Acceptance Certificate by the consignee
  - Section XV – GFR-144(xi) compliance certificate
  - Appendix A – Self certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

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

### **9 Amendments to TE documents**

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendments will be published on institute website [www.Jipmer.edu.in](http://www.Jipmer.edu.in) and in the CPPP Portal (<https://www.eprocure.gov.in/eprocure/app>).
- 9.2 Such an amendment will be notified only in the website(s) [www.jipmer.edu.in](http://www.jipmer.edu.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). All prospective Tenderer are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the Tender Enquiry Documents can be done prior to the last date of submission of the Tenders.
- 9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

### **10 Clarification of TE documents**

- 10.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to [purchase@jipmer.edu.in](mailto:purchase@jipmer.edu.in). The purchaser will respond to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender due date mentioned in the NIT. Any queries/ representations received later shall not be taken into cognizance.

### C. Preparation and Submission of Tenders

11 Bidders have to ensure that all the documents are properly filled. The bidders must ensure that they submit the on-line bids within the scheduled closing date & time.

11.1 This is a Two-Bid Tender system, consisting of the Techno-Commercial Bid and Price Bid that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

11.2 Techno-Commercial Bid shall comprise

- I. Fee Cover
  - i. Scanned copy (100 or 200 DPI) in pdf format of receipt ₹ 590/- (500+90) [including 18% GST] towards **tender processing fee** shall be paid through SBI collect only (Exemption not available for any category of bidder including MSME).
  - ii. Scanned copy in pdf format of **EMD receipt** or, if EMD exemption is claimed, **copy of valid registration** details proving that the bidder is a Micro or Small enterprise or is registered as a Small Scale Industry with MSE, as the case may be should be uploaded.
- II. In the cover named “**Prequal/Technical**” the scanned copy in pdf format of the following documents are to be uploaded:
  - i. **Tender Form** must be downloaded and filled in the format prescribed in Section IX in the firm’s letterhead along with **Tender Signing Authority** issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s) must be scanned and uploaded as a single pdf file.
  - ii. Self-attested copies of a) **GST** registration certificate and b) of **PAN Card** and c) **Certificate of Incorporation**, d) **copies of annual report**, e) **audited balance sheet and profit & loss account** for preceding three years from the date of tender opening must be uploaded as a single pdf file.
  - iii. **Manufacturers authorization letter** if a distributor or agent participates strictly as per Section XII, **and if a bidder is empaneled by the Competent Authority under GFR 144 (xi)** a copy of the same **or GFR-144(xi) compliance certificate** as per Section XV must be uploaded.
  - iv. **Product brochure, technical documents, and relevant details** to establish in accordance with GIT clause 21 and **Quality certificates** such as ISO, CE, USFDA, AERB, BIS or CDSCO certificates, if asked for in the technical specifications, **List of users** of the same or similar product as quoted by the firm along with **Performance Statement** wherever asked supported by relevant copies of orders and **end users’ satisfaction certificate**.
  - v. **Compliance statement** in a tabular form indicating whether the product offered complies with the specifications fully or not. In case of deviations from the required specifications, the extent of deviation must be given.
  - vi. **Self-certification for supporting the claim to be a local supplier under the “Public Procurement preference to Make in India” order in format as in Appendix-A (mandatory) documentary evidence in support of their claim wherever necessary that the bidder is a “Class 1 Local Supplier” or “Class 2 Local supplier” and any other document that the bidder wishes to submit as a single PDF file.**
  - vii. **Check list** in the prescribed format (Section XI) duly filled and signed and **any other necessary documents wish to upload by the bidder to more fully establish**

**as necessary in terms of clauses (5) and (20) of the GIT, that the tenderer is eligible to submit the Tender and, also, qualified to perform the contract if its tender is accepted.**

**11.3 Price Bid:**

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the accounting unit indicated in the e-tender document.

**11.4 Note:**

- i. The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii. It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- iii. Each Pack size should not exceed 50MB, scanned document in 100 DPI or 200 DPI (B/W) resolution and upload as PDF only.

**12** A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant 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, cancel the contract and hold the signatory liable for all cost and damages.

**13** Tender sent by fax/telex/cable shall be ignored.

**14 Digital Signing of Tender**

The tenderers shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

**15 Tender currencies.**

15.1 The tender shall be quoted only in Indian Rupees.

15.2 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.

**16 Additional information and instruction on GST:**

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

16.1 A bid, which does not fulfil any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

## **17 Tender Prices**

17.1 The Tenderer shall indicate on the Price Schedule only in the electronic format using the BOQ excel file and upload the same in the financial bid cover in the online portal.

17.2 While filling up the columns of the Price Schedule, it should be ensured that the price includes

17.2.1 The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST 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;

17.2.2 Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;

17.2.3 Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from warehouse 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.

17.2.4 The price of Incidental Services, as mentioned in List of Requirements and Price Schedule.

17.2.5 The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.

17.2.6 The price of annual CMC/AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

17.3 Wherever a “Buy Back” price is asked for the same must be indicated separately. If it is not quoted when asked for, the tender will be rejected. The need for indication of “Buy Back”, when asked, is for the purpose of comparison of the Tenders by the purchaser and will in no way restrict the purchaser’s right to award the contract on the selected tenderer without going in for “Buy Back” as offered by the tenderer.

17.4 Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

17.5 Goods and Services Tax (GST):

- a) If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser.
- b) In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

- c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- d) The tenderer must take due care while quoting the GST. The actual rate of GST quoted by the tenderer, rather than the applicable rate, will be taken for price comparison. However, If the contract is awarded to the tender the purchaser will pay the lesser value of the applicable GST or the GST quoted by the tenderer.

17.6 The need for indication of all such price components by the Tenderers, as required in this clause (viz., GIT clause 17) is for the purpose of comparison of the Tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

## **18 Firm Price**

- 18.1 Unless otherwise specified in the SIT, prices quoted by the Tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (uniform unit prices must be quoted for same BOQ items across India) and total price.
- 18.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 17 will apply.

## **19 Alternative Tenders**

- 19.1 Alternative Tenders are not permitted.
- 19.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Tender for the same item/product. In case an agent submits bids on behalf of more than one Principal/OEM all such bids will be rejected. In a tender, either the Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same Tender. If they do, the bid by the distributor/ Agent will be rejected. Also, one principal cannot authorize two or more distributors/suppliers to quote on their behalf in the same tender. If they do the bids of all the distributors/Agents will be rejected.
- 19.3 Tenders submitted by Sub-distributors of an Agent will not be accepted.

## **20 Documents Establishing Tenderer's Eligibility and Qualifications**

- 20.1 Pursuant to GIT clause 4, 5, and 6, the Tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 20.2 The documentary evidence needed to establish the Tenderer's qualifications shall fulfil the following requirements:
  - 20.2.1 In case the Tenderer offers to supply goods, which are manufactured by some other firm, the Tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document, otherwise their bid shall be summarily rejected.

- 20.2.2 The Tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VI in these documents.
- 20.2.3 In case the Tenderer 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.

## **21 Documents Establishing good's Conformity to TE document.**

- 21.1 The Tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the Tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 21.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the Tenderer, the Tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 21.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
- 21.4 All information in the Tender Enquiry Document must be supported with the manufacturer's original product data sheet, without which the bid shall not be considered. Computer print outs and photocopy of literature will not be accepted.
- 21.5 All information asked for must be provided by the bidder, in the same order as in the specifications. Ambiguous and incomplete information will not be accepted.
- 21.6 **THE TENDERERS MAY BE REQUIRED TO DEMONSTRATE THE QUOTED MODEL OF THE EQUIPMENT DURING THE TECHNICAL EVALUATION, IF REQUIRED, FAILING WHICH THEIR BIDS/OFFER SHALL BE REJECTED.** The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained. Failure to demonstrate, their offer will be summarily rejected.
- 21.7 Wherever a quality certification is asked for such as ISO, CE or BIS etc, the certification body must be duly accredited as per International standards by the NABCB, a constituent Board of the Quality Council of India, or by the national accreditation body in that country. The certificate must have the NABCB logo or an IAF (International Accreditation Forum)



logo failing which the certificate will not be accepted. In case of have any doubt about the certificate, the institution reserves the right to verify the authenticity of such a certificate from the NABCB and if it is not authentic the certification and consequently the bid will be rejected as nonresponsive.

- 21.8 In Compliance with the guidelines contained in the OM No X. 11035/379/2015-DFQC(Pt), dated 20.02.2018 issued by the Ministry of Health and Family Welfare, Government of India, wherever it is mentioned that US-FDA certified/ approved product or CE certified/ approved product is required in the technical specifications, the same may be read as ‘the product should be approved by USFDA / CDSCO / BIS / DCGI / AERB’ or ‘the product should be approved by CE / CDSCO / BIS / DCGI / AERB’ as the case may be.
- 21.9 Furthermore, wherever it is mentioned that ‘US-FDA and CE’ certified / approved product is required in the technical specifications, the same may be read as ‘the product should be approved by US-FDA / CDSCO / BIS / DCGI / AERB’.
- 21.10 All radiation producing diagnostic or therapeutic equipment such as X-ray machines, C-arm image intensifier systems, CT Scanners, linear accelerator, gamma camera etc. must be approved by the Atomic Energy Regulatory Board of the Government of India (AERB).

## **22 Earnest Money Deposit**

- 22.1 Pursuant to Tender terms and conditions clause 3 and 4, the tenderer shall furnish along with its tender, Earnest Money for an amount of Rs..... (Rupees ..... only). The Earnest Money is required to protect the purchaser against the risk of the tenderer’s unwarranted conduct as amplified under sub-clause, 6 below.
- 22.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) **(Only Manufacturers for the Equipment being quoted)** as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case maybe). **Traders and Service providers are not exempted from EMD.**
- 22.3 The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.
- 22.4 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- 22.5 Unsuccessful tenderers’ earnest money will be returned to them without any interest after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder’s earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 22.6 Earnest Money is required to protect the purchaser against the risk of the Tenderer’s conduct which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is

incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

### **23 Tender Validity**

- 23.1 If not mentioned otherwise in the SIT, the Tenders shall remain valid for acceptance for a period of 365 days (Three hundred and sixty five days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 23.2 In exceptional cases, the Tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Tenderers, who agree to extend the Tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall expire with the expiry of original bid validity.
- 23.3 In case the day up to which the Tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the Tender validity shall automatically be extended up to the next working day.

### **24 Submission of Tenders**

- 24.1 The bidders must ensure that they upload their tenders in the e-tender portal <https://eprocure.gov.in/eprocure/app> not later than the closing time and date specified for submission of tenders. The bids submitted in the other section/departments/Centers of JIPMER, will not be considered and such bids will be summarily rejected.

### **25 Late Tenders**

- 25.1 As there is no possibility of submission of tender after closing date and time in e-tender, the question of "Late tender" does not arise.

### **26 Alteration and Withdrawal of Tender**

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

## **D. TENDER OPENING**

### **27 Opening of Tenders**

- 27.1 The purchaser will open the TENDER s at the specified date and time online. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Tenders will be opened at the appointed time and place on the next working day.
- 27.2 Authorized representatives of the Tenderers, who have submitted tenders on time, may attend the Tender opening provided they bring with them letters of authority from the corresponding tenderers. the Tender opening official(s) will prepare a list of the representatives attending the Tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 27.3 This being a Two-Tender system, the Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno-Commercial Tender opening, the Tender opening official(s) will read the salient features of the Tenders like brief description of the goods offered, delivery period, EMD and any other special features of the Tenders, as deemed fit by the Tender opening official(s).
- 27.4 Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender. The prices of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

## **E. SCRUTINY AND EVALUATION OF TENDERS**

### **28 Basic Principle**

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

### **29 Scrutiny of Tenders**

The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

- 29.1 Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance

Security (GCC Clause 5), Warranty (GCC Clause 14), EMD (GIT Clause 22), Taxes & Duties (GCC Clause 19), Force Majeure (GCC Clause 25) and Applicable law (GCC Clause 30) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 29.2 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidder by correction of the nonconformity.
- 29.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 29.4 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily rejected.
- (i) Non-submission of Appendix-A or non-mentioning of details of percentage of value addition and address of value addition in India in Appendix-A.
  - (ii) Non-submission of GFR 144(xi) compliance certificate
  - (iii) Tender form as per Section IX (signed and stamped) not enclosed.
  - (iv) Tender validity is shorter than the required period.
  - (v) EMD and Tender Processing Fee (Amount, validity etc.) receipts not enclosed.
  - (vi) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XII.
  - (vii) Bidder has not agreed to give the required performance security.
  - (viii) Goods offered are not meeting the tender enquiry specification.
  - (ix) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (x) Poor/ unsatisfactory past performance.
  - (xi) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xii) Bidder is not eligible as per GIT Clauses 5.1 & 20.
  - (xiii) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.
  - (xiv) Unsigned or incompletely signed Tender Form (Section IX)
  - (xv) Bidder has quoted as an agent on behalf of a Principal/OEM when the Principal/OEM has separately bid.
  - (xvi) Two or more bidders have quoted carrying authorisation to quote for the same Principals/OEM.
  - (xvii) Non-submission of all details of quoted items (HSN, MSE, Make-in-India, GFR 144(xi) compliance, make/brand, model, pack size and remark) in BOQ.

### **30 Minor Informality/Irregularity/Non-Conformity**

- 30.1 If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Tenders. Wherever necessary, the purchaser

will convey its observation on such 'minor' issues to the Tenderer by E-Mail asking the tenderer to respond by a specified date. If the Tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

### **31 Power to Ignore Minor Deviation: -**

31.1 The purchaser reserves the right to ignore any trivial nature of deviation in Tender Enquiry Documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage as felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

### **32 Discrepancies in Prices**

32.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

32.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

32.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 32.1 and 32.2 above.

32.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Tenderer by E-Mail. If the tenderer does not agree to the observation of the purchaser, the Tender is liable to be ignored.

### **33 Discrepancy between original and copies of Tender**

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

### **34 Qualification Criteria**

34.1 Bids which do not meet the required Qualification Criteria prescribed in Section VI, will be treated as non - responsive and will not be considered further.

34.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

35.1 In case the List of Requirements contains more than one schedule, the responsive Tenders will be evaluated and compared separately for each schedule. the Tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the Tender.

## 36 Comparison of Tenders

- 36.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VII – List of Requirements, the comparison of the responsive Tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and the price of Comprehensive Maintenance charges / Annual Maintenance charges (CMC/AMC) as specified in the technical specifications will also be added for comparison/ranking purpose for evaluation. **Furthermore, the annual CMC amount used for price comparison will be 5% of the value of equipment before GST (“Floor value of CMC”) or the actual value of CMC quoted by the firm, whichever is higher. In case of labour only AMC the amount used for price comparison will be 2% of the value of equipment before GST (“Floor value of AMC”) or the actual value of AMC quoted by the firm, whichever is higher. “Net Present value (NPV) of the actual CMC/AMC price quoted or the “Floor value of CMC/AMC” as described above, whichever is higher, for the required CMC/AMC period after the warranty period as stated in the Technical Specifications in Section VIII or in the SCC in Section V of the TE Document or in the GCC Clause 14.2 whichever is applicable, shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC/AMC price by a discounting factor of 5% per annum.”**

The above mentioned percentages of CMC/AMC are only for the purpose of price comparison. The order for the CMC/AMC will be at the actual price quoted in the bid in case the contract is awarded to the bidder. Furthermore, the abovementioned method of price comparison is applicable only for those firms who have quoted the CMC/AMC for the period as stated in the Technical Specifications in Section VIII or in the SCC in Section V of the TE Document or in the GCC Clause 14.2 whichever is applicable. In case the bidder has not quoted for CMC/AMC where it has been asked for or has quoted for a period less than that asked for in the Technical Specifications in Section VIII or in the SCC in Section V of the TE Document or in the GCC Clause 14.2 whichever is applicable, the bid will be summarily rejected. A ‘Performance security deposit’ for CMC/AMC at 2.5 % of the cost of the equipment has to be paid by the supplier that will be retained for a period of at least two months more than the expiry of the last CMC/AMC period.

## 37 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

- 37.1 Further to GIT Clause 36 above, the purchaser’s evaluation of a tender will include and take into account the GST or any other taxes which will be contractually payable (to the Tenderer), on the goods if a contract is awarded on the Tenderer.
- 37.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 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 Tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of

above said 25% quantity.

- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the Tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
- v. **To get the benefits of MSME, bidder has to upload MSME Certificate in the PreQual/Technical Cover.**

**37.3.1 Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.**

#### **37.4 Preference to Make in India:**

This tender shall comply with the following orders of the Govt. of India.

- (i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and
- (ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof;

**Accordingly, bidders who are claiming eligibility to participate in this tender must submit a certificate in format given in APPENDIX A of this tender document along with documentary evidence in support of their claim wherever necessary failing which their bid will be summarily rejected.** The purchaser reserves the right to give preference to the ‘Class-I local supplier’. **Non-local suppliers are not permitted to participate in this tender.**

Important portions of the order are reproduced below by way of information. Bidders are advised to see the original orders and satisfy themselves that they qualify to participate in the

tender.

A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019, 04.06.2020 and 16.09.2020:

- a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.
- b. In cases of procurement for a value in excess of ₹ 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Minimum Local Content: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- f. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.
- g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- h. A fees of ₹ 10,000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.
- i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.



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

- 38.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the Tenderer, whose Tender has been determined as the lowest evaluated responsive Tender 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 Tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the Tenderer in its tender 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 tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 39.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the Tender of the Tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

## **F. AWARD OF CONTRACT**

### **40 Purchaser's Right to accept any tender and to reject any or all tenders**

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

### **41 Award Criteria**

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

42.2 If the quantity has not been increased to the maximum of 25% of the Tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the Tendered quantity of goods and services (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 Tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered/ speed post) that its tender 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 tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the award will be cancelled and it will result in forfeiture of the EMD furnished by the bidder in its bid. Relevant details about the performance security have been provided under GCC Clause 5 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/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

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

#### **45 Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee**

45.1 Failure of the successful tenderer in providing Performance Security, Proforma Invoice and / or returning contract copy duly signed in terms of GIT clauses 43 and 44 above shall result in forfeiture of the EMD furnished by the bidder in its bid and, also, for further actions by the Purchaser/Consignee against it as per the clause 23 of GCC – Termination for default.

#### **46 Publication of Tender Result**

46.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

#### **47 Corrupt or Fraudulent Practices**

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of 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 Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer 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.

### 47.1.1 SECTION – III

#### SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>SIT Provision</b>
A	1 to 7	Preamble	No Change
B	8 to 10	Tender Enquiry (TE) documents	No Change
C	11 to 21 22 to 24	Preparation of Tenders & Submission of Tenders	No Change
D	25	Tender Opening	No Change
E	26 to 38	Scrutiny and Evaluation of Tenders	No Change
F	39 to 47	Award of Contract	No Change

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

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## **1. Application**

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

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

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

## **3. Patent Rights**

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

## **4. Country of Origin**

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

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

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

## **5. Performance Security**

5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to 3 percent (3%) of the total value of the

contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award

5.2 The Performance security shall be paid one of the mode mentioned below:

Performance security of value up to ₹ 10,00,000/- (Rupees Ten Lakhs only) must be paid Online only through SBI Collect link (<http://jipmer.edu.in> -> Online payments -> Tender fee) found in the JIPMER website (<http://jipmer.edu.in> ). In cases where the performance security is more than ₹ 10,00,000/- (Rupees Ten Lakhs only) it may also be paid as a Fixed Deposit Receipt drawn from any Scheduled bank in India or a 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 Director, JIPMER, Puducherry. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser including furnishing of performance security by Online payment through SBI Collect link (<http://jipmer.edu.in> -> Online payments -> Tender fee) found in the JIPMER website (<http://jipmer.edu.in> ) 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/Consignee for CMC/AMC security, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Purchaser.

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 Annual Labour only / Comprehensive Maintenance with Purchaser, 3 (three) months prior to the completion of Warranty Period. The CMC/AMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations, extension of time (with or without Liquidated Damages) & after receipt of performance security by Online payment through SBI Collect link (<http://jipmer.edu.in> -> Online payments -> Tender fee) found in the JIPMER website (<http://jipmer.edu.in> ) or, if the performance security is more than Rs. 10,00,000/- (Rupees Ten Lakhs only) it may be paid as a 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 Director, JIPMER, Puducherry for CMC/AMC security.

## **6. Technical Specifications and Standards**

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specification' under Sections VIII.

## **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 VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions: Unless otherwise mentioned in the Technical Specification under Sections VIII and in SCC under Section V, the supplier shall make separate packages and mark each package on three sides with the following with indelible paint of proper quality:

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

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

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, 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 resubmit the same to the purchaser's inspector for conducting the inspections and tests again within a period of 45 (forty five) days of intimating such rejection.



8.4 In case the contract stipulates pre-despatch 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/consignee'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 predespatch 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 14.

## **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 and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

## **11. Spare parts**

11.1 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/Consignee 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/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc.,

and

ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC/AMC periods.

11.2 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 CMC/AMC period.

## **12. Incidental Services**

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

a. Installation & commissioning, Supervision and Demonstration of the goods

b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.

c. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods

d. Supplying required number of operation & maintenance manual for the goods

## **13. Distribution of dispatch documents for clearance/receipt of goods**

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

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

(ii) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(iii) Two copies of packing list identifying contents of each package.

#### **14. Warranty and Maintenance Contracts:**

14.1 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.

14.2 The warranty shall remain valid for 36 months (Or as specified in the technical specifications in Section VIII or in the SCC in Section V that, if specified, shall override this clause) commencing from the date of satisfactory installation of the equipment and all its accessories at the purchaser's site, followed by a CMC/AMC (as specified in the technical specifications in Section VIII or in the SCC in Section V and if not specified in technical specifications / SCC shall be presumed to be CMC) for a period of 7 (Seven) Years (Or as specified in the SCC in Section V or in the Technical Specifications in Section VIII and if not specified in the aforesaid sections, shall be presumed to be 7 (Seven) years) for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

- No conditional warranty will be acceptable.

- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification (Turnkey) works and it will also cover the following wherever applicable:-

- Any kind of motor.
- Plastic & Glass Parts against any manufacturing defects.
- All kind of sensors.
- All kind of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners
- Replacement and repair will be undertaken for the defective goods.
- All kinds of painting, civil, HVAC, mechanical and electrical work
- Proper marking must be made for all spares for identification like printing of installation and repair dates.

14.3 In case of any claim arising out of this warranty or CMC, the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

14.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24 (hrs) X 7 (days) X 365 (days) basis (unless specified otherwise in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V) 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. Unless otherwise stated in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V, the supplier shall ensure that there will be 95% uptime warranty

during warranty/CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty/CMC period by double the downtime period beyond 5% of the warranty/CMC period on 24 (hrs) X 7 (days) X 365 (days) basis.

14.5 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 extended till the completion of the original warranty period of the main equipment.

14.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, (unless specified otherwise in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V), 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.

**14.7 During Warranty and AMC/ CMC period, the supplier is required to visit at each consignee's site at least once in 6 months (i.e., minimum 2 preventive maintenances per year) or more frequently as per manufacturer's recommendations, apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.**

14.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract (CMC) or Annual (Labor only) Maintenance Contract (AMC) as given in the Technical Specifications between Consignee and the Supplier for the period as mentioned in Section VIII, Technical Specifications or as mentioned in the SCC in Section V after the completion of warranty period.

14.9 The supplier along with its Indian Agent and the CMC/AMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

14.10 The Supplier along with its Agent and the CMC/AMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

## **15. Assignment**

15.1 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.

## **16. Sub Contracts**

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

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

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

## **17. Modification of Contract**

17.1 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.

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

## **18. Prices**

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

## **19. Taxes and Duties**

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

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

## **20. Terms and mode of payment**

### **20.1 Payment Terms**

Payment shall be made in Indian Rupees, 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) Following delivery, satisfactory installation, commissioning of the equipment and all its accessories at the purchaser's site:

100% (Hundred percent) payment would be made against 'Final Acceptance Certificate' as per Section XV of goods to be issued by the consignee subject to recoveries, if any, either on account of LD or on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

The following documents also need to be submitted before payment is made:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package.
- (iii) Furnishing of Performance security of 10% order value valid for at least 60 days beyond of date of expiry of warranty period.

**B) Payment for Annual Comprehensive or Labour only Maintenance Contract Charges:**

The consignee will enter into CMC/AMC (As given in the Technical Specifications in Section VIII or as mentioned in the SCC in Section V or as mentioned in the GCC Clause 14.2 as applicable) with the supplier at the rates as stipulated in the contract. The payment of CMC/AMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee and following receipt of performance security for an amount equivalent to 2.5% of the cost of the equipment as per contract. Performance security may be deposited by Online payment through SBI Collect link (<http://jipmer.edu.in> -> Online payments -> Tender fee) found in the JIPMER website (<http://jipmer.edu.in> ) 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/Consignee for CMC/AMC security valid till 2 months after expiry of entire CMC/AMC period.

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

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

20.4 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.

20.5 While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier

shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

20.6 THE TENDERERS ARE REQUESTED TO SUBMIT THE FOLLOWING INFORMATION INVARIABLY TO MAKE PAYMENT THROUGH RTGS/NEFT. "The payment in pursuance of stores supplied/services rendered/work done will be made through RTGS/NEFT & charges incurred for effecting such electronic transfers will be borne by the purchaser.

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

- i. Name of the Beneficiary
- ii. Bank Account No. of the beneficiary

iii. IFCS Code of the Bank/Branch.

iv. Permanent Account Number (PAN)

Failing which their quotation is liable to be rejected

## **21. Delivery**

21.1 The supplier shall deliver the goods and perform the services under the contract within 45 days (delivery period) from the date of issue of Award of Contract/ Acceptance of Tender in case of goods quoted in INR. In case any other the time schedule is specified by the Purchaser/Consignee in the List of Requirements and is incorporated in the contract, the same shall prevail over the time schedule mentioned above. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.

21.2 Subject to the provision under GCC clause 25, 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.

21.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

21.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 22 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty and/or GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

21.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

#### 21.6 Passing of Property:

21.6.1 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 conditions of the contract.

21.6.2 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.

21.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

### **22. Liquidated Damages**

22.1 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 including opening of office in India as per the undertaking given in the qualification criteria, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, 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/Consignee may consider termination of the contract as per GCC 24. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 21.4 above shall also apply.

### **23. Termination for default**

23.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 21.3 and 22.4.

23.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 23.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

23.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.



## **24. Termination for insolvency**

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions contained in GCC clauses 21, 22 and 23, 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.

25.2 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.

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

25.4 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.

25.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

## **26. Termination for convenience**

26.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

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

## **27. Governing language**

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

## **28. Notices**

28.1 **Notice**, if any, relating to the contract given by one party to the other, shall be sent in writing by speed post/ Regd. Post or by email. 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.

28.2 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.

## **29. Resolution of disputes**

29.1 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.

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

29.3 Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

29.4 Venue of Arbitration: The venue of arbitration shall be Puducherry.

29.5 Jurisdiction of the court will be the courts of Puducherry/ Chennai.

## **30. Applicable Law**

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

### **31. Withholding and Lien in respect of sums claimed**

31.1 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. 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.

### **32. General/ Miscellaneous Clauses**

32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/ CMC/AMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.

32.4 Each member/constituent of the Supplier/its Indian Agent/CMC/ AMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

32.5 The Supplier/its Indian Agent/CMC/ AMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/ AMC or the Contract.

32.6 The Supplier/its Agent/CMC/ AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

32.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

**SECTION – V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

**1. Warranty:**

The warranty and CMC/AMC period, if mentioned specifically in the Technical Specifications of an equipment in Section VIII of the Tender Enquiry Document, shall prevail over that mentioned in the GCC Clause 14.2

**2. Penalty against non-performance/ non-rectification of defects during warranty and CMC/ AMC Period (GCC Clause 14.4):**

Penalty, if mentioned specifically in the Technical Specifications of the equipment in Section VIII of the Tender Enquiry Document, will be applicable in place of penalty mentioned in GCC Clause 14.4 in case of non- performance/ non-rectification of defects during warranty and CMC/ AMC Period.

**3. Required Terms of Delivery and Destination:**

At Consignee Site(s)

**4. Required Delivery Schedule:**

Within 45 days of issue of Acceptance of Tender or as stated in Technical Specifications.

For delayed delivery and/or installation and commissioning liquidated damages will get applied as per GCC clause 22.

**Note:**

- i) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para 4) above.
- ii) For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 22.

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## **SECTION – VI QUALIFICATION CRITERIA**

1. The Tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an 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 Tenderer should submit list of organizations where the similar items have been supplied in the last three years along with complete details of items supplied. Tenderer may also enclose the copy of inspection note issued by respective Institutions/ Hospital. The tenderer is required to submit performance certificates from government institutions with more than 500 beds/ Ministry of Health/ International procurement agency on the organization letter head where the tenderer has supplied the item in case they have made the supply to such institutions. Failure to comply this clause will lead to rejection of their bid.
3. The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India.
4. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 and 3 stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

### **NOTE:**

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the Tender specifications, before the opening of the Price Tender.

**SECTION - VII  
LIST OF REQUIREMENTS**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>
<b>1</b>	<p><b>Ultrasound Guided Arterial Line Training Model</b></p> <p><b>Warranty: 01 Year</b></p> <p>(for detailed specifications refer Section VIII of Tender document)</p>	
1.01	<b>Ultrasound Guided Arterial Line Training Model</b>	01 No.
<b>2</b>	<b>Accessories required with the equipment</b>	
2.02	Bottle of Red fluid to simulate arterial blood (200 ml or more)	01 No.
2.03	Bottle of Blue fluid to simulate venous blood (200 ml or more)	01 No.

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## **SECTION – VIII TECHNICAL SPECIFICATIONS**

Specifications can be downloaded from the JIPMER/CPPP website.

**Purpose:** To learn and practice skills associated with ultrasound guided arterial line placement which includes placement of needles, guidewires and catheters in arteries.

### **Technical Specification:**

1. Simulated human tissue should be realistic and durable.
2. Should offer the vascular anatomy of the entire arm, including the brachial artery, radial artery and ulnar artery.
3. Positive fluid flow should be there in the vessels for immediate confirmation of correct placement of needles.
4. Arterial pulsations should be palpable using a pump.
5. There should not be any leak and be able to withstand more than 500 cannulations.
6. Should work with any type of ultrasound machine.
7. Warranty: 1 year

# TERMS AND CONDITIONS

## General

1. All equipment and accessories should be CE / FDA/ ISO compliant or certified as applicable.
2. Demonstration of the equipment must be provided, if requested, at no extra cost.
3. Only manufacturers/ authorized suppliers should apply for the tender. Proof of authorization should be enclosed.
4. Companies should indicate separately and clearly in their technical bids whether each of their products conforms / does not conform to each parameter in the specification and also to the extent it deviates from the specifications. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/ paragraph number of original catalogue/data sheet. Any technical specification claimed to be present by the company, if not substantiated with authenticated catalogue/manual, will not be considered. Hence authenticated copies of such catalogue / manual must be included along with the bid.

## Documentation

1. Supporting documents to be provided by the bidder
  - A. Proof of supply of the same/similar equipment to government organization
  - B. EMD / EMD exemption certificate MSME- Manufacturers only)
  - C. OEM Authorization / Self Authorization letter
  - D. MII certificate from OEM
  - E. GFR 144-Xi certificate
  - F. Declaration that the warranty is comprehensive and includes all accessories
  - G. Declaration that the bidder is verified startup.
  - H. Data Sheets and End User Certificate
  - I. Brochure of the equipment and accessories with exact image and Technical Compliance
2. User/Technical/Maintenance manuals in English.
3. List of important spare parts and accessories with their part number and cost.
4. Make and model of all accessories/ attachments
5. Certificate of calibration and inspection.
6. List of equipment available for providing calibration and routine preventive maintenance support
7. Log book with instructions for maintenance and checklist. The job description of the hospital Technician and company service engineer should be clearly spelt out.

## Installation

1. The equipment and all accessories should be transported, installed, tested and commissioned at the Department of Dentistry, Jawaharlal Institute of Postgraduate Medical Education and Research, Puducherry 605006, free of cost.
2. Complete installation of the system to be done as turn-key work.

### **Maintenance and After-Sales Service**

1. Free maintenance visit every six months where applicable.
2. Repair / replacement conditions
  - i. Response time of maximum 2 weeks after information.
  - ii. Maximum time for repair/replacement will be 4 weeks.
3. All spare parts and consumables should be available with supplier or principals for a period of at least 10 years.
4. In case of any change of dealership in future the principals should undertake the responsibility of maintaining the equipment through the next dealer.

**SECTION – IX TENDER FORM  
(On Firms' Letter Head)**

To,  
The Director  
JIPMER, Puducherry 605006

Date \_\_\_\_\_

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

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_, dated \_\_\_\_\_ (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 tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same (Strike out what is not applicable). In case there are Turnkey works to be carried out this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We agree to keep our tender valid for acceptance as required in the GIT clause 23, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in the last 7 years.

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

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

## SECTION – X PRICE SCHEDULES

DEPARTMENT :			
<b>NAME OF THE EQUIPMENT:</b>			
Number of units Quoted :			
Name of Firm with address:			
JIPMER Registration number			
Name of Manufacturer with address			
Model :			
<b>Details Bill of Quantity items (BoQ items are the discreet pieces of items that are required)</b>	<b>No. of units</b>	<b>Unit price in INR</b>	<b>Total price in INR</b>
	1		
	1 Set		
	1		
	1		
<i>Note : Price of each accessories has to be quoted separately</i>			
Cost of Equipment and all Accessories in INR			
GST			
<b>Total Including main unit and accessories including GST for 1 Unit</b>			
First Year CAMC/AMC after period of warranty of three years (or as required in the Technical Specifications in Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable) (Not Incl. of any Tax)			
Second Year CAMC/AMC (Not Incl. of any Tax)			
Third Year CAMC/AMC (Not Incl. of any Tax)			
Fourth Year CAMC/AMC (Not Incl. of any Tax)			
Fifth Year CAMC/AMC (Not Incl. of any Tax)			
Sixth Year CAMC/AMC (Not Incl. of any Tax)			
Seventh Year CAMC/AMC (Not Incl. of any Tax)			
<b>Total Incl. of CMC/AMC for 1 Units</b>			
GST for CAMC/AMC Charges No. of PM visits & Breakdown calls to be Mentioned			

<b>OTHER TERMS AND CONDITIONS</b>	
Warranty period :	3 years (or as required the Technical Specifications in Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable)
No. of years for which Comprehensive annual maintenance contract quoted	7 years (or as required the Technical Specifications in Section VIII, or in the SCC in Section V or in the GCC clause 14.2 as applicable)
Note : Failure to quote for full warranty period and AMC/CAMC for the period required will result in rejection	

## SECTION – XI CHECK LISTS

Name of Bidder:

Name of Manufacturer:

Sl. No.	Activity	Yes/ No/NA	Page No. in TE Document	Remarks
1	Have you enclosed EMD & TPF receipts of required amount for the quoted item?			
2	Have you enclosed duly filled and signed Tender Form as per format in Section IX?			
3	a. Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis- à-vis the Technical specifications?			
	b. In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4	a. Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. VI of TE document in respect of all orders?			
	b. Have you submitted copy of the order(s) and end user certificate?			
5	Have you submitted MSME certificate, if applicable, manufacturers authorization as per Section XIII and Self-certification as per format in Appendix A in case bidder is claiming purchase preference under the “Public Procurement preference to Make in India” order and certificate of registration with Competent Authority as required under GFR 144 (xi) if applicable?			
6	Have you enclosed catalogue, leaflet, and brochure with full details of quoted items?			
7	Have you submitted prices of goods, in the Price Schedule as per Section X? (in the Price Bid separately sealed envelope)			
8	Have you kept validity of their bid 365 days months from the date of opening of Technical bid?			
9	a. In case of Indian Bidder, have you furnished Income Tax Account No. (PAN No.) and GST no.?			
	b. In case of Foreign Bidder, have you furnished Income Tax Account No. (PAN No.) and GST no. of your Indian Agent?			
10	Have you mentioned the name and full address of your Banker (s) along with your Account Number, IFCS Code of the Bank/Branch?			
11	Have you fully accepted payment terms as per TE document?			
12	Have you fully accepted delivery period as per TE document?			

Sl. No.	Activity	Yes/No/NA	Page No. in TE Document	Remarks
13	Have you submitted the certificate of incorporation?			
14	Have you accepted the warranty terms as per TE document?			
15	Have you accepted terms and conditions of TE document?			
16	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted an affidavit that the firm has not been black listed in the past by any hospital/Organization?			
19	Have you submitted an affidavit that the firm has no vigilance case/CBI/FEMA case pending against him/supplier (principal).			
20	Have you submitted an affidavit that the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. organization or any other Institute (Fall clause).			
21	Have submitted details asked in the attached with specifications.			

**N.B.**

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

(Signature with date)  
(Full name, designation & address of the person  
duly authorized sign on behalf of the Bidder)  
For and on behalf of  
(Name, address and stamp of the tendering firm)



**SECTION – XII**  
**MANUFACTURER’S AUTHORISATION FORM**

To  
The Director  
JIPMER, Puducherry.

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 Tender) having factories at \_\_\_\_\_, hereby authorise Messrs. \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender 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 authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We also hereby extend our full warranty, CMC/AMC as applicable as per clause 14 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

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

Yours faithfully,

[Signature with date, name, designation and Email]  
for and on behalf of Messrs.’ \_\_\_\_\_ [Name & address of the manufacturers]

Note:

- (1) This letter of authorization 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.
- (3) The purchaser reserves the right to verify this document with its signatory.

**SECTION – XIII**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ AMC/AMC SECURITY**

To  
The Director JIPMER  
Dhanvantari Nagar, Puducherry 605006.

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

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

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

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to \_\_\_\_\_ (indicate 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 – XIV**  
**Proforma of Final Acceptance Certificate by the Consignee**

No. \_\_\_\_\_ Date \_\_\_\_\_

To  
M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Certificate of commissioning of equipment /plant.

This is to certify that the equipment (s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the equipment (s): \_\_\_\_\_
- (c) Quantity: \_\_\_\_\_
- (d) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note nodedated \_\_\_\_\_
- (e) Date of site hand-over to the supplier by consignee (where applicable): \_\_\_\_\_
- (f) Date of commissioning and proving test: \_\_\_\_\_

02. Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment (s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) He has not supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).
- c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is.....

The amount of recovery on account of non-supply of accessories and spares is given under Para No.02

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_  
(here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

## Explanatory notes for filling up the certificate:

i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

ii) He has supervised the commissioning of the equipment (s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment (s)/plant(s).

iii) Training of personnel has been done by the supplier as specified in the contract.

iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment (s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION – XV**

**GFR-144 (xi) compliance certificate  
(To printed on the Firm's  
letterhead)**

Tender No:

**GFR-144(xi) compliance certificate** (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI)

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of a country which shares a land border with India. I certify that....., the vendor

- is not such a country
- is from a country and has been registered with a competent authority (attached evidence of valid registration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for the procurement on CPP portal.

Thanking you.

Authorized Signatory

**Appendix-A**  
**Self-certification format for claiming purchase preference under the**  
**“Public**  
**Procurement preference to Make in India” order**

As per the order issued by

- (i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P- 45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and
- (ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of “local supplier” is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019 and 04.06.2020:

- a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self- certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

“Certified that the following items quoted has more than 50% or 20% to 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India “Public Procurement preference to Make in India” order Dt.15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017- B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

Sl. No	Name of the item	Details of the location(s) at which the local value addition was made.

Authorized Signature:  
Name:  
Designation:

- b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c. Minimum Local Content: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content
- f. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.
- g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- h. A fees of Rs.10000/- in the form of demand draft favoring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.
- i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Officer in Charge  
Purchase Section  
JIPMER Puducherry  
For Director, JIPMER