

Name of the work: Supply, Installation, Testing and Commissioning of Laundry equipments for Hospital at AIIMS, Jodhpur.

N.I.T. No.: AIIMS-JDH/EE/ELECT/2018-19/LAUNDRY/01

The tender for the above work was uploaded on eprocure.gov.in and www.aiimsjodhpur.edu.in. The Pre-Bid meeting was held on 22-05-2018.

Following Bidders attended Pre Bid meeting:-

Sl. No.	Bidder Agency Name	Representatives Name	Mobile No. / Contact No.	E-Mail
1.	M/s. Indus Medical Systems	Mr. Vipul Sharma	+91-9811535200	vipul.sharma@impsllp.in
2.	M/s BTC Laundry Equipments	Mr. Siddharth Arora	+91-9818373416	sales@btc_laundry.com
3.	M/s Electrolux India	Ms. Ronak Agrawal	+91-9413202823	ronakagrawai24@gmail.com
4	M/s. Electronics India	Mr. Anoop Kothari Ms. Shreya Chakravarty	+91-9950225566 +91-9810528399	sales@welcogm.com anoopkothari5566@gmail.com
5.	M/s Lucky Engineering Works	Mr. S K Maheshwari	+91-9414132594	vimco_2004@yahoo.co.in

Following Officers / Consultants from AIIMS, Jodhpur were present in the pre bid meeting:-

S. No.	Name	Designation
1.	Er. R K Joshi,	Superintending Engineer, EIC, AIIMS, Jodhpur
2.	Er. Sunil Mathur	Executive Engineer (Civil), AIIMS, Jodhpur
3.	Er. Pankaj Saxena	Executive Engineer (Elec.), AIIMS, Jodhpur
4.	Mr. S N Gurjar	Accounts Officer, AIIMS, Jodhpur
5.	Er. Yogesh Mathur	Project Engineer (Civil), PC, HLL, HITES

Pre-bid queries and reply are as under-

S. No.	QUERY	REPLY
	<b>M/s. Indus Medical Systems</b>	
1.	As per eligibility criteria 8.a company is registered with Ganga Ram Hospital, can company also participate in tender or need to register with PWD/CPWD/BR. MEC etc.	Please refer para 8 b at page no. 5. Similar work should have been done with Govt/ Semi Govt./ PSU/ reputed private organisation.
2.	Hospital will provide all necessary installation required for equipment installation.	Please refer para 24 of Additional Condition of Contract at Page no. 119 of tender documents. All the required electrical and civil works ie.

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		Foundation/ Platform for installation of Equipments shall be included in the scope of works of bidder.
3.	As your requirement capacity of machine 30 Kg and we have 28 Kg / 35.5 Kg of equipment. Can we mentioned in tender our capacity	Please refer specification as given in tender document.
4.	Vacuum finishing table with iron, this calendar / press or other equipment	Nomenclature of machines of various OEM's are different, the machine mentioned is a FLAT WORK IRONER
	<b>M/s BTC Laundry Equipments</b>	
1.	Please confirm if it's a calendar or vacuum finishing table	The same is Flat work Ironer
	<b>M/s Electronics India</b>	
1.	Order copy of OEM with certificate that taken by the dealer who is authorised by OEM	Please Refer Clause – 8 at page no. 5
2.	Pre inspection clause before finalising the quality of genuine bidder	Please Refer Clause – 7 of Additional Condition of Contract at page no. 117
3.	Local service centre of local permanent representative with having experience of last min. 03 years	Please refer Clause 8 at Page no. 5 of tender documents.
4.	Material of construction like SS 304 & 316	Material should be SS304 and as per relevant IS code.
	Sluicing cum washer extractor Specification Amended	Electrically Heated with power consumption combining water heaters, main drive Motor and Dryer Heaters should be 6- 9 kw per hour; Front loading; Heavy duty Material of construction - the outer body and inner and outer Basket completely in Stainless Steel 304; High Spin with Auto reverse & forward rotation; PLC based front display complete with water level indicator, temperature, function & timer in digital format; Approx. 30 Kg capacity; Additional feature to be read as-
5.	A) The process should be carried-out till the drying so that the germs do not carry forwarded. B) MOC – SS304/SS316L. C) Self-Aligning System. D) Prewash System. E) Automatic Dozers for solvents and chemicals. F) If its electrically heated then the consumption should be reduced to minimal. The minimal consumption can be 6KW/Hr. including the drying process. G) Water consumption should also be reduced to 1:8. Cloth in hg: water in L. Special Note:- All the above mentioned points make it as sluicing cum washer extractor dryer	Self-lubricating machine, Microprocessor based, Can take the solvent/chemical as and when required automatically; Self aligned machine; Approx. 300 ltr. water consumption per cycle ± 10%; Will suitable to dry the cloth upto 80 to 100% with anti-bacterial process should be available.
	Washer – Extractor	Electrically Heated with Power consumption combining water heaters, main drive motor for 120kg approx. 45kW/hr.; 60 kg approx. 28 kW/hr.; 30 kg approx. 21Kw/hr; Front loading; Heavy duty material for fabrication - the outer body and inner and outer Basket completely in Stainless Steel 304; High Spin, Soft Mount, self-suspended / self-align, Variable, frequency drive , High Spin with Auto reverse & forward rotation with 700-800 rpm(120 kg) , 850-950 rpm (60 kg) , 900-1000
6.	1. Power consumption can be reduced upto 11-12 KW/Hr. for 120 kg Machine. 5-6 KW/Hr for 60 Kg. Machine. 2. MOC – SS304/SS316L. 3. Self-Aligning – Directly can be placed on the floor. 4. Auto Lubrication -The oiling to the vital bearings can be done automatically through the microprocessor based. For the smooth working of the machine.	

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	<p>5. RPM upto 800-880 to enable the fabric became more dry. 6. Movements in the machine should be clockwise &amp; Anti clock wise with same jerks to make the fabric more clean. Reason: - The way the machine will rotate the cleaning process depends upon that. 7. PLC should display (i) water level (ii) function description (iii) Timer and (iv) Programme. Special Note: - Washer Extractor with less power consumption on 304/316 MOC with Auto Dozing/self-alignment/Auto lubrication.</p>	<p>rpm (30 kg) PLC based front display complete with water level indicator, temperature, function &amp; timer in digital format, can take the solvent/chemical as and when required automatically; Self / manual aligned machine. Approx. 1100-1200 ltr. (120kg) , 500-600 ltr ( 60 kg) , 280-300 ltr (30 kg) water consumption in per cycle <math>\pm 10\%</math>. Capacity required - 120 kg – 01 no. 60 kg – 01 no. 30kg – 01 no.</p>
<p>7.</p>	<p>Drying Machine Special Note: - If the point no. 6 machine flat work ironer is included them the no. of item no. 3 reduces. Power consumption can be reduced to 21 KW/Hr. Programmes can be set according to the fabric. LCD display showing the programme/time and duration as well</p>	<p>Electrically Heated with Power consumption combining water heaters, main drive Motor max Drying heater, Main Motor &amp; Blower Motor should not exceed 31kW/hr.; Heavy duty material for fabrication - the outer body and inner and outer Basket completely in Stainless Steel 304; Front Loading; Microprocessor based, self-cooling; Auto-timed, Auto-reversible; Digital Timer and temperature display; Dual Motor drive; PLC based front display complete with water level indicator, temperature, function &amp; timer in digital format; Capacity approx. 60 kg</p>
<p>8.</p>	<p>Flat Bed Press Query whether this is utility/hotplate or a simple structure with a table dimension of 1500 X 750 mm. Specification: Vacuum pump should be present. Even suction and blowing. Should be able to press the folded bed sheet as well. Buzzer system. Should be steam based and can be connected to the boiler. (Note:- This can reduce the electric) MOC should be specified.</p>	<p>Electrically heated on Upper Buck and Steam Heated on Lower Buck with Auto timer, Auto Temperature Controlled with double switch operation - Microprocessor based Vacuum System and different programming modes for anti-wrinkle finish; Electrical and Steam on the top. Steam and Suction on the lower buck for better finish Multi programs for steam, heat, pressure and time for different types of garments; Assumed Upper And Lower buck of the machine made of Stainless Steel; Pneumatic control for hot plate; Head &amp; Bed Size- (1092 x 381 mm approx. <math>\pm 10\%</math>) for use of pants / trousers and 960 x 510 mm approx. <math>\pm 10\%</math> for Coats</p>
<p>9.</p>	<p>Vacuum finishing table unit Iron. In the last line it's mentioned about the roller size, roller size cannot be found in a table but in the flatwork ironing machine. Diameter of Roller:- 800 mm For AIIMS the no. of rollers required is not clearly mentioned. MOC SS 304/316 L. Power consumption can be reduced to 16/18 KW/Hr.</p>	<p>Must SS sheet, Silicon made heat resistant perforated flat top pads with high porosity; Main body made up of Stainless Steel plates; Suction through Centrifugal blower thermostatically controlled; Stainless steel heater; Thermostatically controlled iron with Teflon shoe complete with moisture trap; Assumed electrical consumption 2-3 kW per hour may be operated through centralized boiler</p>
<p>10.</p>	<p>Boiler steam generator Query – 850 Kg./Hr. steam is required for what purpose when the total element is electrically based only for item no. (4). MOC SS 304/316 L (Inside Tank)</p>	<p>Boiler should be electrically operated; Having T - Type Tank for almost 100% dry steam; Suitable to with stand at high pressure; With error detection, auto cut-off , Microprocessor / PLC based with high temperature cut-off</p>

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	<p>Seamless Material Different tanks for water and diesel. 7 Safety feature in order to maintain the safety inside the plant that includes auto cut option as well. Control on all the heaters through the PLC. Error should be displayed on the PLC. Powder coated outer body.</p>	<p>Automatic safety feature in case of pressure exceeding the set pressure to cut off the steam generation min 5-7 safety requirement. one touch operational panel; Capacity approx. 30 kW, 40-50kg</p>
11.	<p>Dry Cleaning Machine MOC SS304/316 L. No. of Tanks (3) for nonstop working. Distillation process should be carried out inside the machine. Inbuilt chiller and boiler. Recovery rate should be mentioned that can be increased upto 95% and even more.</p>	<p>Heavy duty material for fabrication - the outer body and inner and outer Basket completely in Stainless Steel 304; Distillation unit , chiller &amp; boiler should be inbuilt and pneumatically controlled with activated carbon absorption and automatic solvent transfer system with 3 tanks Capacity atleast 10-12kg; 99% of Chemical recovery rate; Microprocessor based with different setting of the programmes.</p>
12.	<p><b>Special Note:</b> All the above-mentioned points can make the plant. Electricity saving. Labour saving. Maintenance friendly. Resource saving.</p>	<p>Please refer specification as given.</p>
1.	<p><b>M/s. Electrolux India</b></p>	
	<p>No query raised.</p>	
	<p><b>M/s Lucky Engineering Works</b></p>	
1.	<p>In SI. No. 6 Vacuum Finishing table has not Roller size kindly update table top size 1200 mm x 750 mm</p>	<p>Required size already mentioned in specification</p>
2.	<p>In SI. No. 7 (Boiler/ steam generator) having pressure control switch of atleast cap. 850 Kg/hr, it is not possible</p>	<p>850 Kg/hr is its capacity only</p>
3.	<p>In SI. No. 8 (Dry cleaning Machine) – kindly clarify type of solvent i.e. Perc / hydrocarbon / MTO</p>	<p>Its PERC only</p>
4.	<p>In SI. No. 11, (Mobile table) – Kindly checked and update size of table</p>	<p>Table top size already given, height in general is 800 mm</p>



(Er. Sunil Mathur)  
Executive Engineer (Civil)  
AIIMS, Jodhpur



(Er. Pankaj Saxena)  
Executive Engineer (Electrical)  
AIIMS, Jodhpur



(Mr. S.N. Gurjar)  
Accounts Officer  
AIIMS, Jodhpur

## **CONDITIONS OF CONTRACT (CC)**

### **1. Technical Specifications and Standards**

**1.1** The Goods & Services to be provided by the supplier under this contract shall conform to Technical Specification' of the equipment's mentioned in this document.

### **2. Packing and Marking**

**2.1** 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.

**2.2** 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 and in SCC. 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.

#### **2.3 Packing instructions:**

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

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number
- d. Country of origin of goods

e. Consignee's name and full address and

f. Supplier's name and address

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

**3.1** The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by Purchaser/Consignee, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."

**3.2** 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.

**3.3** If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's inspector for conducting the inspections and tests again.

**3.4** In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery

period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

**3.5** 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.

**3.6** The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above. "On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

**3.7** Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

#### **4. Terms of Delivery**

**4.1** The successful tenderer shall visit the scheduled institution and recommend pre installation requirements at the institution. The details may be consolidated and shall submit to Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of

equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct LD charges as per the tender conditions.

**4.2** The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful tenderer to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

## **5. Transportation of Goods**

**5.1** The supplier shall not arrange part-shipments without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods at the consignee installation site.

## **6. Insurance**

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

All the supply of goods should be on Free Delivery at Consignee's Site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

## **7. Spare parts**

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

a) The spare parts as selected by the Purchaser/End User to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and



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

i) Sufficient advance notice to the Purchaser/End User before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Purchaser/End User, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/End User.

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

**7.3** The tenders shall offer prices for all the spares mentioned in the technical specifications separately in the price bid

**7.4** The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.

**7.5** The Tender Inviting Authority or User Institution may place orders for additional spares/consumables which are needed for the smooth performance/operation of the equipment and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.

**7.6** The prospective bidders, who are not manufacturers, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the tenderers – their existing dealers - couldn't provide service during the warranty / AMC period. This undertaking, from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself. If the bidder is OEM itself, then also the same undertaking has to be submitted

## **8. Incidental services**

**8.1** Subject to the stipulation, if any, in the SCC, List of Requirements and the Technical Specification, the supplier shall be required to perform the following services:

i) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.

ii) Turnkey work (if any).

iii) Onsite Training of Consignee's/End Users Doctors, Staff, operators etc. on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period if demanded by the User Institution to the satisfaction of the Tender Inviting Authority and User Institution. The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first instalment of payment.

iv) The supplier has to submit the required number of operation & maintenance manual for the goods supplied.

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

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

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

a) Commercial Supplier's Invoice giving full details of the goods including quantity, value, etc.;

b) Packing list;

c) Certificate of country of origin;

d) Bill of Lading/Airway Bill;

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

**9.2** The Tender Inviting Authority or the user institution will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any instrument at the time and locations stipulated/agreed to in the bids.

**9.3** The Tender Inviting Authority prefers to deal with the importers or Indian subsidiaries of the foreign original instrument manufacturer having a place of business in India.

**9.4** The payment will be made in Indian Rupees to the successful tenderer and under no circumstance; the request for opening of letter of credit or payment in foreign currency will be entertained.

## **10. Warranty and CAMC**

**10.1** 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.

A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

**10.2** The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period. The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused; defect free, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

**10.3** The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

The prospective bidders, who are not manufacturers, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership or the tenderers – their existing dealers - couldn't provide service during the warranty / AMC period. This undertaking, from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself. If the bidder is OEM itself, then also the same undertaking has to be submitted.

**10.4** Warranty as well as Comprehensive Annual Maintenance Contract will be inclusive of all accessories and turnkey work and it will also cover the following, wherever applicable:-

- All kinds of Motors.
- Plastic & Glass Parts against any manufacturing defects.
- All kinds of sensors.
- All kinds of coils, probes and transducers.
- Printers and imagers including laser and thermal printers with all parts.
- UPS including the replacement of batteries.
- Air-conditioners

**10.5** In case of any claim arising out of this warranty and CAMC period the Purchaser/Consignee shall promptly notify the same in writing to the supplier.

The period of the warranty will be as per G.C.C clause number 15.2 unless revised in SCC of Bidding Document.

**10.6** Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per conditions laid down in the Bidding Document.

**10.7** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be up to the completion of the original warranty period of the main equipment.

**10.8** If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier like forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.

**10.9** During Warranty and CAMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods. During every visit, a copy of the service report/break down call report, duly signed by the custodian of the instrument /head of the institution and stamped shall be forwarded by email/fax/post to the office of the Hospital within 10 days.

**10.10** The Purchaser reserves the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser and the Supplier for the period as mentioned in the tender Technical Specifications after the completion of warranty period.

**10.11** The supplier along with its Manufacturer, Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and

equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.

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

**10.13** Failure/refusal on the part of the successful tender supplying/installing the instruments to enter into CMC/AMC with the Tender Inviting Authority/User Institution, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority or the User Institution, as the case may be, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the tenderer.

## **11. Assignment**

**11.1** 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.

## **12. Sub Contracts**

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

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

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

## **13. Modification of Contract**

**13.1** 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.

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

#### **14. Prices**

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

#### **15. Taxes and Duties**

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

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

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

### **16.1 Payment Terms:**

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

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

a) The payment of the first instalment of the price agreed will be made after the delivery of the equipment with its all necessary accessories at the user institution specified in the supply order, on submission of Installation Certificates, warranty certificate, invoice with proper stock taking details, photographs (hard copy), calibration / quality assurance certificate / test certificate if required as per technical specification in Section IV and NEFT details. The Partial Payment at the agreed rate may be considered in respect of equipment's installed and the necessary Installation Certificate obtained if necessary. The goods should be received in good condition and the submission of the following documents is also needed for the payment:

(i) Original copies of supplier's invoice showing contract number, goods description, quantity, packing list, unit price and total amount.

(ii) The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first instalment of payment.

b) The retained remaining (second) instalment will be released on submission of the 'one month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/deficiencies by the successful tenderer or otherwise. Installation and Acceptance Certificate of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. "Installation and Acceptance Certificate" need to be issued by the concerned End User after installation, commissioning, testing and successful trial run (if applicable). The installation report and one month performance reports shall be submitted in a single sheet printed back to back and shall be submitted individually for each equipment that is been installed.



c) The final payment of the remaining (third) instalment is made only after obtaining a 'Handing over Certificate' duly signed by the institution head at the end of 30 days from the date of installation.

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

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

**16.1.4** The supplier is not entitled to claim any interest on payments under the contract.

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

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

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

**16.1.8** In case any difficulty is experienced by the successful tenderer in obtaining the installation certificate/one month performance certificate from any of the User Institution after the installation of the equipment, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

## **17. Delivery**

**17.1** The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date(s) as specified in the contract.

The Tender Inviting Authority shall no way involve in the import of the instrument from foreign countries, if such equipment's are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipment's offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of instruments, especially when the import is from hostile nations.

**17.2** Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

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

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

(a) The Purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

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

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

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

## **17.6 Passing of Property:**

**17.6.1** The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

**17.6.2** 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.

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

## **18. Termination for Default**

**18.1** The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

**18.2** The Performance Security in such cases will be forfeited.

**18.3** Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **19. Termination for Insolvency**

**19.1** 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.

## **20. Force Majeure**

**20.1** Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the

delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

**20.2** 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.

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

**20.4** 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.

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

## **21. Termination for Convenience**

**21.1** The Purchaser reserves the right to terminate the contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate interalia, 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.

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

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **22. Governing Language**

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

## **23. Notices**

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

**23.2** 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.

## **24. Applicable Law**

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

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

**25.1** 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.

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

## **26. Fall Clause**

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

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**  
**MANUFACTURER'S OFFER FORM**  
*(to be submitted by manufacturers)*

No.

Dated:

To,  
The Executive Engineer (Electrical)  
AIIMS, Jodhpur  
(Tender Inviting Authority)

Dear Sir,

Tender No :  
Equipment Name :

1. We ..... (name of OEM) declare that we are the original manufacturers of the above instrument having registered office at ..... (full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_
2. No Company or firm or individual have been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the instruments tendered within the stipulated time.

Date : (Name) for and on behalf of

Place: M/s \_\_\_\_\_  
(Name of manufacturers)

*Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, JODHPUR**  
**MANUFACTURER'S OFFER FORM**  
*(to be submitted by authorized dealers/representatives/importers)*

No.

Dated:

To,

The Executive Engineer (Electrical)  
 AIIMS, Jodhpur  
 (Tender Inviting Authority)

Dear Sir,

Tender No :  
 Equipment Name :

1. We ..... (name of OEM) are the original manufacturers of the above equipment having registered office at ..... (full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_, do hereby authorize M/s \_\_\_\_\_ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no..
2. No Company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty/CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the instruments tendered within the stipulated time.

Date : (Name) for and on behalf of

Place: M/s \_\_\_\_\_

(Name of manufacturers)

*Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.*