

STORE SECTION (RPC)

**DR. RAJENDRA PRASAD CENTRE FOR OPHTHALMIC SCIENCES
ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
ANSARI NAGAR, NEW DELHI-110 029, INDIA.**

TENDER ENQUIRY DOCUMENT

(Two Bid System for Consumables)



ATE No : **04/IOL/RPC/SSK/2022-23**

Brief Description of Goods : **Purchase of Intra Ocular Lenses
on Two year Rate Contract
basis**

SECTION-I



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

Advertised Tender Enquiry No : **04/IOL/RPC/SSK/2022-23** On behalf of Chief (RPC), AIIMS, Ansari Nagar, New Delhi-110 029, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following Goods:-

S. No.	Brief Description of Goods	Quantity	Amount of Bid Security/EMD (in Rs. or for an equivalent amount in foreign currency)
1.	Purchase of Intra Ocular Lenses on Two Year Rate Contract Basis	As per TED	1,00,000.00

CRITICAL DATE SHEET

Published Date & Time	10.06.2022 at 04.00 P.M.
Bid Document Download/Sale Start Date	10.06.2022 at 04.00 P.M.
Seek Clarification Start Date	N/A
Seek Clarification End Date	N/A
Pre Bid Meeting Date	N/A
Pre Bid Meeting Venue	N/A
Bid Submission Start Date & Time	10.06.2022 at 04.00 P.M.
Bid Submission End Date & Time	01.07.2022 at 04.00 P.M.
Bid Opening Date & Time	02.07.2022 at 04.00 P.M.

Instructions:

1. Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

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

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

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

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

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

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

8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **Account Officer, RPC A/C, AIIMS New Delhi.** The original Earnest Money/Bid Security must be delivered to **Store Officer, Store Section (RPC), Room No. 180, 1st floor, Dr. Rajendra Prasad Centre for Ophthalmic Sciences, AIIMS, Ansari Nagar, New Delhi-110029** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

- (x) “Specification” also called Technical Specifications means the document/standard that prescribes the requirement with which goods has to conform.
- (xi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product and comparing the same with the specified requirement mentioned in the Rate Contract/Purchase Order to determine conformity.
- (xii) “Day” means calendar day.

1.3. Abbreviations:

- (i) “ATE” means Advertised Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.
- (ii) “GIB” means General Instructions to Bidders
- (iii) “SIT” means Special Instructions to Bidders
- (iv) “GCC” means General Conditions of Contract
- (v) “SCC” means Special Conditions of Contract
- (vi) “DP” means Delivery Period
- (vii) “BG” means Bank Guarantee
- (viii) “GST” means Goods & Service Tax
- (ix) “RC” means Rate Contract

2. **Introduction**

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

3. **Availability of Funds**

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

4. **Language of Bid**

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

5. **Bid Expense**

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

B. TENDER ENQUIRY DOCUMENT

6. Content of Tender Enquiry Document

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

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – Schedule of Requirements
- Section VII – Technical Specifications & General Points
- Section VIII – Qualification Criteria
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Bank Guarantee Form for Bid Security
- Section XII – Manufacturer’s Authorization Form
- Section XIII – Bank Guarantee Form for Performance Security
- Section XIV – Rate Contract Forms
- Section XV – Performa of Consignee Receipt Certificate
- Section XVI – Performa of Final Consignee Acceptance Certificate

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

7. Corrigendum to Tender Enquiry Document

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

7.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.

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

8. Clarification of Tender Enquiry Document

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

C. PREPARATION OF BIDS

9. Documents Comprising the Bid

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

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

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

- vi) Scanned Copy of GST Registration Certificate.
- vii) The Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:
 - a) Scanned copy of Documentary evidence, as necessary in terms of clauses of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the Rate Contract if its bid is accepted to be uploaded.
 - b) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of “Manufacturer’s Authorization Form” as per Section XII. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this bid in the Manufacturer’s Authorization Form to be uploaded. However, in cases of Office Stationary, Printing Stationary, General Items etc. such Authorization may be given by wholesaler of OEM.
 - c) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid and signatory of Manufacturer’s Authorization Form to be uploaded.
 - d) Scanned copy of Documents and relevant details to establish in accordance with GIB that the goods to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.
 - e) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

Note:

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

B) Price Bid:

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

Schedule of price bid in the form of BOQ_XXXX .xls

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

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

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

Note:

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

10. Bid Currencies

- 10.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- 10.2 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

11 Bid Prices

- 11.1 The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery At Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.
- 11.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly alongwith revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.
- 11.3 If there is more than one schedule in the “Schedule of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.
- 11.4 The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser’s right to award the Rate Contract on the selected bidder on any of the terms offered.

12. Firm Price

- 12.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.
- 12.2 Statuary variation in GST will be applicable.

13. Alternative Models/Brands/Quality

- 13.1 Alternative Models/Brands/Quality are not permitted. The Bidder are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models/ Brands/ Quality, there bid will not be considered for that item.
- 13.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

- 13.3 One Principal/OEM cannot authorize two agents simultaneously for the same item against same Advertised Tender Enquiry.

14 Documents Establishing Bidder's Eligibility and Qualifications

- 14.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the Rate Contract if its bid is accepted.
- 14.2 The documentary evidence needed to establish the bidder's qualifications shall fulfill the following requirements:
- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XII in this document.
 - b) In case the bidder is submitted its bid alongwith the manufacturer's authorization letter, it is the responsibility of bidder to be fully equipped and able to carry out the required contractual functions and duties of the manufacturer 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.

15. Documents establishing good's Conformity to Tender Enquiry Document.

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

16. Bid Security (BS) /EMD

- 16.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).
- 16.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 16.3 The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.
- 16.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft/ Banker’s cheque
 - ii) Fixed Deposit Receipt
 - iii) Bank Guarantee
- 16.5 The demand draft or banker’s cheque shall be drawn on any commercial bank in India, in favour of as indicated in the NIT payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section VIII in these documents.
- 16.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.
- 16.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 16.8 Bid Security is required to protect the purchaser’s right against the risk of the Bidder’s conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

17. Bid Validity

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

18. Instructions for Online Bid Submission and Registration on CPP Portal:

18.1 The bidders shall submit their online bids as per the instruction given for online bid process. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

18.2. Registration on CPP Portal:

- (a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

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

18.3. Searching for Tender Enquiry Document on CPP Portal:

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

18.4. Preparation of Bids for uploading on CPP Portal

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

19. Submission of Bids for uploading on CPP Portal

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

- 19.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- 19.9 Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 19.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 19.11 Assistance to Bidders for uploading CPP Portal:
- (a) Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.
 - (b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

E. BID OPENING

20. Opening of Bids

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

F. SCRUTINY AND EVALUATION OF BIDS

21. Basic Principle

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

22. Scrutiny of Bids

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

22.2 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

22.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet

the basic requirements, are liable to be treated as non-responsive and will be rejected.

- 22.4 In the absence of submission of the following, a bid shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
 - (ii) Bid validity is shorter than the required period.
 - (iii) Required Bid Security (Amount, validity etc.)/ exemption documents have not been uploaded as per stipulated provisions.
 - (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XII, if applicable.
 - (v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
 - (vii) Poor/unsatisfactory past performance.
 - (viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - (ix) Bidder has not agreed to currency of Rate Contract period.
 - (x) Bidder has not agreed for the delivery terms and delivery period.

23. Minor Infirmary/Irregularity/Non-Conformity

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

24. Qualification Criteria

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

25. Item-wise Evaluation

- 25.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

26. Comparison of Bids

- 26.1. The comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis.

27. Purchase Preference for Evaluation

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

28. Bidder's capability to perform the Rate Contract

- 28.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.
- 28.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

29. Contacting the Purchaser

- 29.1 From the time of submission of bid to the time of awarding the Rate Contract , if a bidder needs to contact the purchaser for any reason relating to NIT/Tender Enquiry Document and / or its bid, it should do so only through CPP portal.
- 29.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF RATE CONTRACT

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

30.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) who did not fulfill the requirement of the tender. Also to cancel the Tender process and reject all bids at any time prior to award of Rate Contract, without incurring any liability, whatsoever to the affected bidder(s).

31. Award Criteria

31.1 As per SIB

32. Purchase Orders to be placed during currency of Rate Contract

32.1 Purchase Orders will be placed by the Centers/Hospitals/Department/Store Sections of AIIMS during the currency of Rate Contract.

33. Notification of Award

33.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods, 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 and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.

33.2 The Notification of Award shall constitute the conclusion of the Rate Contract.

34. Issue of Rate Contract

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

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

35. Non-receipt of Performance Security by the Purchaser

- 35.1 Failure of the successful bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of GIB clauses above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 12-Termination of default of GCC under Section IV.

36. Return of Bid Security/EMD

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

37. Publication of Bid Result

- 37.1 The name and address of the successful bidder (s) receiving the Rate Contract (s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

38. Corrupt or Fraudulent Practices

- 38.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such Rate Contract/Purchase Orders. 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 Rate Contract/Purchase Orders execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Rate Contract/Purchase Orders to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Rate Contract/Purchase Orders in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate Contract/Purchase Orders 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 Rate Contract/Purchase Orders.

SECTION – III

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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

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

Sl. No.	GIB Clause No.	Topic	SIB Provision
A	1 - 38		No Change

1. The firm has to give an affidavit on a non- judicial stamp paper that the firm is not supplying the same item at lower rates quoted in the tender to any government organization or any other institution during past one year.
2. If at anytime during the period of validity of the tender, the supplier reduces the prices to any other person/ organization/ institution at price lower than the price chargeable at AIIMS, he shall forthwith notify such reductions and the price payable for the stores shall stand correspondingly reduced.
3. No upward price revision would be acceptable whatsoever after the opening of the tender.
4. Only best quality, latest version/ model according to the specification should be quoted alternate offers for a single item will not be considered. A written undertaking from the firm that the item quoted is the latest generation and that no newer similar product has been launched in India. If any new version/ generation/ revision of the item is introduced in the market, it should be supplied instead of older version at same rate.
5. Tenderer must supply samples free of cost, properly labelled “if specifically asked for during evaluation process” in various groups, failing which the tender for that item shall be rejected out rightly.
6. The samples which are opened and tested shall neither be returned to the supplier nor will be adjusted in supplies of the firm.
7. The firm must specify clearly whether all the variations Sizes/ dimensions/ lengths/ diameters/ shapes as quoted in the specifications are met completely or partly.
8. The firm should quote net price of the item and the applicable taxes should be quoted separately.

9. Mere approval of the items shall not be liable for the hospital for its procurement. No commitment is being given for any supply orders.
10. In case, the stock supplied by the firm is not consumed within its self life, will have to be replaced with longer expiry at suppliers cost.
11. Wherever in the tender, approval from regulatory bodies: Indian (DGCI) or foreign (US-FDA or European-CE) is asked for, the firm must attach proof of certification for that item, failing which the tender for that particular item shall be rejected out rightly.
12. The firm must adhere to guidelines issued by DGCI, Ministry of Health, Govt. of India whenever applicable.
13. The compliance report of specification should invariably be provided indicating the fulfillment of each parameter of the specifications failing which the offer will be rejected.
14. The tender rates should be kept open/ valid for a period of two years from the date of issue of rate contract which can be extended for further one year on mutual consent.
15. The firm should provide the list of organization where they are supplying the similar items. The performance report from such organizations should also be submitted which may be verified from these organizations for their authenticity.
16. Any other statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof will be paid extra.
17. The Chief (RPC), AIIMS New Delhi shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
18. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
19. Condition of advance payment or payment against delivery shall not be accepted.
20. The firms have to quote for the items asked for only, quotations for other items not asked for, will not be considered.
 - (i) Firms quoting for drug items must have good manufacturing practice (GMP) certificate issued by State Drug Controller in accordance with the WHO recommendation shortly called as WHO-GMP for the quoted items individually. The copy of certificate for individual items may be enclosed in the relevant schedule.
 - (ii) For newly introduced items the original manufacturer can be eligible provided the firm submits a certificate from the State Drug Controller/ Licensing Authority in support of the claim.

- (iii) For proprietary products if a firm is the sole manufacturer for the products, it can be eligible provided if it submits certificate to this effect from the State Drugs Controller/ Licensing Authority.
- (iv) The firm should preferably have minimum 2 years experience of manufacturing and marketing of the products duly certified by the State Drugs Controller.
- (v) The firm has advised to provide at-least 05 Copies of supplier supplied in last 02 years.

21. The shelf life of the supplied items (shelf life: Difference of Date of manufacturing & date to expiry date) should be more than (3/4th) at the time of supply.
22. Supply should be executed within the date of delivery stipulated in the order, which is normally 30-45 days. If supply is not executed within this period without any genuine reason order will be cancelled with liquidated damages. Necessary action against such firms will be initiated as per AIIMS rules. In such cases the order will be placed to the next lowest firm and claim of the defaulter firm will not be considered for the purchase of this drug.
23. The firms are supposed to quote only those items which are likely to be available during the contract period.
24. The firm has to provide an undertaking that the items not utilized in the life period and breakage if any has to be replaced with fresh stock free of cost.
25. There may be some of the items which are required for patient care services and procured out of Patient Accounts and the money is deposited by patients themselves. The Rate contracts for such items may be concluded with more than one firm for the similar items with different manufacturers for their brands. In case where the prices of L1 is considered acceptable (after negotiation, if feels necessary), but there are not enough firms within the reasonable price range, R/C will be concluded with L1 and its price, counter offered to all other higher acceptable quoting firms. Those who accept the counter offered L1 prices may be awarded rate contracts to meet the estimated drawals. It is because due to varied presentations of various diseases spectrums in the patients, an item of a particular make is not suitable for everyone.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Patent Rights

- 2.1 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 to be provided by the supplier under the Rate Contract/Purchase Orders 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.

3. Performance Security

- 3.1 Within Thirty (30) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to ten percent (10%) of the Annual Estimated Quantity of the items for which Rate Contract is being awarded, valid up to currency of Rate Contract plus Warranty Period (if applicable) ninety (90) days.
- 3.2 The Performance Security shall be denominated in Indian Rupees in any of the following forms:
- 1) Account Payee Demand Draft
 - 2) Fixed Deposit Receipt drawn from any Scheduled bank in India
 - 3) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIII of this document
- 3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be forfeited. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 3.4 In the event of any extension of currency of Rate 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 Rate Contract , as amended.

- 3.5 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations (if applicable).

4. Technical Specifications

- 4.1 The Goods to be provided by the supplier under this Rate Contract shall conform to the 'Technical Specification' under Sections VII of this document.

5. Inspection, Testing and Quality Control

- 5.1 The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Rate Contract specifications and other quality control details incorporated in the Rate Contract.
- 5.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser 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 for conducting the inspections and tests again.
- 5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Rate Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

6. Terms of Delivery

- 6.1 Goods shall be delivered by the supplier on "Free Delivery At Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract.

7. The supplier warrants comprehensively that the goods supplied under the Rate Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the Rate Contract. The supplier further warrants that the goods supplied under the Rate Contract/Purchase Orders shall have no defect arising from design, materials 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.

8. Prices

- 8.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.
- 8.2 Statuary variation in GST will be applicable.

9. Payment Terms

100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

- (i) Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
- (ii) "Consignee Receipt Certificate" as per Section XV of Tender document in original
- (iii) "Final Consignee Acceptance Certificate" as per Section XVI 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.

10. Delivery

10.1 The supplier shall deliver the goods under the Rate Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Rate Contract. The time for and the date of delivery of the goods stipulated in the Purchase Order 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 Purchase Order.

10.2 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods 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 Rate Contract/Purchase Orders for default.

10.3 If at any time during the currency of the Rate Contract , the supplier encounters conditions hindering timely delivery of the goods, 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 Purchase Order.

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

- (a) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the Rate 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 specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.

- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.5 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.

11. Liquidated Damages

11.1 Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver or install /commission any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Rate 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 until actual delivery or performance subject to a maximum of 10% of the Purchase Order price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

11.2 During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 10.4 above shall also apply.

12. Termination for Default

12.1 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 Rate Contract and/or Purchase Order 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 Purchase Order, or within any extension thereof granted by the Purchaser.

12.2 The Performance Security in such cases will be forfeited.

12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract/Purchase Orders to the extent not terminated.

13. Termination for Insolvency

13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Rate Contract/Purchase Orders 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.

14. Force Majeure

14.1 Notwithstanding the provisions contained in above clauses of GCC, 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 Rate Contract/Purchase Orders is the result of an event of Force Majeure.

14.2 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.

14.3 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 Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

15. Termination for Convenience

15.1 The Purchaser reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 15 days at any time during the currency of the Rate Contract.

15.2 The Supplier reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 45 days at any time during the currency of the Rate Contract.

16. Resolution of Disputes

- 16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 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.
- 16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Rate Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Rate Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 16.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Rate Contract/Purchase Orders has been issued, i.e., New Delhi, India.
- 16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.
- 16.6 The Rate Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17 Withholding and Lien in respect of sums claimed

- 17.1 Whenever any claim for payment arises under the Rate Contract/Purchase Orders 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 Rate Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 17.2 It is an agreed term of the Rate Contract/Purchase Orders 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 Rate Contract/Purchase Orders 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.

18. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the Rate 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 Rate Contract/Purchase Orders, at a price lower than the Rate

Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION – VI

SCHEDULE OF REQUIREMENTS

Sl. No.	Name of Items	Unit	Warranty Period
1	Purchase of Intra Ocular Lenses on 2 year Rate Contract basis	Rate contract item	N/A

Terms of Delivery:

Free Delivery at Consignee's Site(s)

Delivery Period:

The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Rate Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.

For delayed delivery, liquidated damages will get applied as per GCC.

Section – VII
TECHNICAL SPECIFICATION AND GENERAL POINTS

A. TECHNICAL SPECIFICATION:

Item Name: Intra Ocular Lenses on two year rate contract basis.

<u>S. No.</u>	<u>Schedule Description</u>	<u>EMD (In Rupees)</u>
1.	“Schedule- C” Purchase of Intra Ocular Lenses on 2 year Rate Contract basis	Rs.1,00,000/-
S. No.	Description of Items	Approx Qty. in a year
1.	Hydrophobic single piece IOL with yellow chromophore: USFDA Approved <ul style="list-style-type: none"> • US FDA Approved • Hydrophobic, Acrylic foldable Single piece PCIOL • UV and Blue light filtering. • Yellow Chromophore • STABLEFORCE Haptics • 6mm optics with overall length 13 mm • Power range from 6D to 30D • Asphericity (µm) -0.20 • A Constant 118.7 • Refractive Index of 1.55 	6000
2.	Hydrophobic single piece toric IOL with yellow chromophore: USFDA Approved <ul style="list-style-type: none"> • US FDA Approved • Hydrophobic, Acrylic foldable Single piece PCIOL • Yellow Chromophore, UV absorbing. • Astigmatism Correcting Toric lenses (T2-T9 models) Corrects up to 4.11 astigmatism in corneal plane • Power range from 6D to 30D • Asphericity (µm) -0.2 • 6mm optics with overall length 13 mm. • A Constant 119 and Refractive Index of 1.55. US 	1200
3.	Hydrophobic single piece IOL with automated CO2 delivery system <ul style="list-style-type: none"> • Preloaded Hydrophobic acrylic intraocular lenses with Automated delivery system (single-use, disposable) • Aspheric (-0.20) • Clear optic, open loop, optic size 6.0mm, overall length 13 mm • Delivery technology- Automated, CO2 gas-powered • Delivery speed- Up to 3 mm/sec. • Compatible incision sizes- As small as 2.2 mm • Power range +0.6 D to +30.0 D • Time between folding the lens in the pause location and implantation- ≤1 minute 	150
4.	Hydrophobic three-piece biconvex IOL: USFDA Approved <ul style="list-style-type: none"> • Hydrophobic Acrylic Foldable, UV Absorbing 	1500

	<ul style="list-style-type: none"> • Three piece biconvex lenses • 6mm optics, overall 13 mm diameter • A constant of 118.4 and Refractive Index of 1.55 • US FDA Approved 	
5.	<p>Hydrophobic single piece trifocal IOL with diffractive aspheric optics</p> <ul style="list-style-type: none"> • Hydrophobic Acrylic Single piece Trifocal Foldable PC IOL • Diffractive aspheric optics • Enlighten Optical Technology • UV blocking & Blue light filtering with Yellow Chromophore • Refractive Index of 1.55, 6mm Optics , overall 13mm Diameter • Add power of +2.17D for near vision and +3.25 D for Intermediate Vision • A constant 119.1, disposable 2.2 mm cartridge. 	400
6.	<p>Hydrophobic single piece trifocal toric IOL with diffractive aspheric optics</p> <ul style="list-style-type: none"> • Hydrophobic Acrylic Single piece Trifocal Foldable PC IOL • Diffractive aspheric optics • Enlighten Optical Technology • UV blocking & Blue light filtering with Yellow Chromophore • Astigmatism correction- 0.68D Cylinder to 3.0D Cylinder at corneal plane • Refractive Index of 1.55, 6mm Optics , overall 13mm Diameter • Add power of +2.17D for near vision and +3.25 D for Intermediate Vision • A constant 119.1, disposable 2.2 mm cartridge. 	150
7.	<p>Hydrophobic single piece Biconvex Wave-front Shaping Aspheric IOL with continuous range of vision</p> <ul style="list-style-type: none"> • Hydrophobic Acrylic Asymmetric Biconvex Wave-front Shaping Aspheric, Single piece Foldable PC IOL with STABLEFORCE modified L Haptics. • Extended vision IOL that provided excellent Distance, Intermediate and Functional Near Vision. • Wavefront-shaping technology with two smooth surface transition elements to simultaneously stretch and shift the wavefront • Provides continuous range of vision with low rate of visual disturbances • Optic Type- Biconvex wavefront shaping technology. • Optic Material- Ultraviolet & blue light filtering Hydrophobic Acrylate/Methacrylate Copolymer • Optic Powers- +10.0 to +30.0 diopters (in 0.5 diopter increments) • Index of Refraction- 1.55 • Optic Diameter (mm)- 6.0, overall Length (mm)-13.0 • Asphericity (μm) -0.20 • A constant 119.2 	50
8.	<p>Hydrophobic single piece Biconvex Wave-front Shaping Aspheric toric IOL with continuous range of vision</p> <ul style="list-style-type: none"> • Hydrophobic Acrylic Asymmetric Biconvex Wave-front Shaping Aspheric, Single piece Foldable PC IOL with STABLEFORCE modified L Haptics. 	50

	<ul style="list-style-type: none"> Extended vision IOL that provided excellent Distance, Intermediate and Functional Near Vision. Wavefront-shaping technology with two smooth surface transition elements to simultaneously stretch and shift the wavefront Provides continuous range of vision with low rate of visual disturbances Optic Type- Biconvex wavefront shaping technology. Optic Material- Ultraviolet & blue light filtering Hydrophobic Acrylate/Methacrylate Copolymer Optic Powers- +10.0 to +30.0 diopters (in 0.5 diopter increments) Cylinder correction 1.5 D to 3.0 D at Corneal plane Index of Refraction- 1.55 Optic Diameter (mm)- 6.0, overall Length (mm)-13.0 Asphericity (μm) -0.20 A constant 119.2 	
9.	<p>Hydrophobic single piece IOL with clear optic: USFDA Approved</p> <ul style="list-style-type: none"> Single Piece UV blocking Hydrophobic Acrylic Anterior aspheric (-0.27) Clear Optic PCIOL with haptic optic offset Optic Size: 6mm, Total length: 13mm 'C' Style haptics, three point fixation Edge Design Frosted, 360 deg continuous posterior square edge A-Constant: 118.8, Refractive Index: 1.47 or near cornea Powers: +5D to 34D in 0.5 D increments USFDA Approved 	5000
10.	<p>Hydrophobic single piece toric IOL with clear optic: USFDA Approved</p> <ul style="list-style-type: none"> Hydrophobic Acrylic Single Piece Biconvex foldable Toric IOL with clear optics Refractive index 1.47 or near cornea Anterior Toric with (-0.27) micron anterior surface. Rotational stability- haptics of the IOL should be made of same material Cylinder power on IOL plane : 1.00 D to 6.00 D IOL 5.0 – 34.0 Diopter Spherical Power, with 0.5 D increments USFDA Approved 	150
11.	<p>Hydrophobic 3-piece biconvex IOL with PMMA haptic: USFDA Approved</p> <ul style="list-style-type: none"> Hydrophobic Acrylic 3- Piece Biconvex anterior aspheric foldable IOL with Injector system Refractive index 1.47 or near cornea Haptic material- PMMA monofilament Haptic should have preferably 5 degree angulation IOL optic should have 360 degree square edge and round anterior edge USFDA Approved 	100
12.	<p>Hydrophobic single piece biconvex IOL with Intermediate & Monofocal Vision: USFDA Approved</p> <ul style="list-style-type: none"> Single Piece Hydrophobic Posterior Spherical & Anterior Aspheric 	2500

	<p>(-0.27) clear optics IOL</p> <ul style="list-style-type: none"> • Intermediate & Monofocal Vision • Biconvex continuous higher order aspheric anterior surface • Integral C Haptics, Tri Fix Design • RI-1.47 or near cornea • Powers: +5D to 34D in 0.5 D increments • USFDA Approved 	
13.	<p>Hydrophobic single piece toric biconvex IOL with Intermediate & Monofocal Vision: USFDA Approved</p> <ul style="list-style-type: none"> • Single Piece Hydrophobic Posterior Spherical & Anterior Aspheric (-0.27) clear optics IOL • Intermediate & Monofocal Vision • Biconvex continuous higher order aspheric anterior surface • Integral C Haptics, Tri Fix Design • RI-1.47 or near cornea • Powers: +5D to 34D in 0.5 D increments • Cylinder powers- +1 to +8 D at IOL Plane • USFDA Approved 	500
14.	<p>Hydrophobic single piece extended range of vision IOL with achromatic diffractive and echelette design: USFDA Approved</p> <ul style="list-style-type: none"> • Single Piece UV blocking Hydrophobic Acrylic anterior aspheric (-0.27) clear Optic PCIOL with haptic optic offset. • Biconvex • Anterior aspheric, posterior achromatic diffractive and echellete design for extended range of vision • Optic Size: 6mm, Total length: 13mm • ‘C’ Style haptics, three point fixation, • Edge Design Frosted, 360 deg continuous posterior square edge • A-Constant: 118.8, Refractive Index: 1.47 or near cornea • Powers: +5D to 34D in 0.5 D increments • USFDA Approved 	50
15.	<p>Hydrophobic single piece extended range of vision toric IOL with achromatic diffractive and echelette design: USFDA Approved</p> <ul style="list-style-type: none"> • Single Piece UV blocking Hydrophobic Acrylic anterior aspheric (-0.27) clear Optic PCIOL with haptic optic offset. • Biconvex • Anterior aspheric, posterior achromatic diffractive and echellete design for extended range of vision • Optic Size: 6mm, Total length: 13mm • ‘C’ Style haptics, three point fixation, • Edge Design Frosted, 360 deg continuous posterior square edge • A-Constant: 118.8, Refractive Index: 1.47 or near cornea • Cylinder power on IOL plane : 1.00 D to 6.00 D IOL • 6.0 – 30.0 Diopter Spherical Power • USFDA Approved 	100
16.	<p>Hydrophobic single piece continuous range of vision IOL with chromatic aberration correcting technology: USFDA Approved</p> <ul style="list-style-type: none"> • Single Piece UV blocking Hydrophobic Acrylic anterior aspheric (- 	10

	<ul style="list-style-type: none"> 0.27) • Biconvex wavefront anterior aspheric surface and chromalign technology to correct chromatic aberration • The IOL shall provide Continuous range of Vision from Near to Far • IOL shall filter UV rays and violet light • Optic Size: 6mm, Total length: 13mm • ‘C’ Style haptics, three point fixation • Edge Design Frosted, 360 deg continuous posterior square edge • A-Constant: 118.8, Refractive Index: 1.47 or near cornea • Powers: +5D to 34D in 0.5 D increments • USFDA Approved 	
17.	<p>Hydrophobic single piece continuous range of vision toric IOL with chromatic aberration correcting technology: USFDA Approved</p> <ul style="list-style-type: none"> • Single Piece UV blocking Hydrophobic Acrylic anterior aspheric (- 0.27) • Biconvex wavefront anterior aspheric surface and chromalign technology to correct chromatic aberration • The IOL shall provide Continuous range of Vision from Near to Far • IOL shall filter UV rays and violet light • Optic Size: 6mm, Total length: 13mm • ‘C’ Style haptics, three point fixation • Edge Design Frosted, 360 deg continuous posterior square edge • A-Constant: 118.8, Refractive Index: 1.47 or near cornea • Powers: +5D to 34D in 0.5 D increments • Cylinder powers- +1 to +3.75 D at IOL Plane (0.69 D to 5.48 D at corneal plane) • USFDA Approved 	10
18.	<p>Aspheric monofocal IOL with Heparin Surface Modification- CE approved</p> <ul style="list-style-type: none"> • Fully Preloaded Hydrophobic Acrylic PCIOL • Optic Design : Monofocal, Aspheric (Aberration correcting) • Heparin Surface Modified • Blue Light filter-Yellow chromophore/ clear IOL. • Glistening Free Material • Diopter range from +4.0D to +34.0D with 0.5D increments • 360° Square Edge • Overall Diameter 13.0mm, Optic Diameter 6.0mm • C-loop • Incision Size 2.2mm. • A-constant: 119.1 • Should be European CE approved 	50
19.	<p>Preloaded Tri-focal diffractive IOL with 4 Haptic design- CE approved</p> <ul style="list-style-type: none"> • Tri Focal diffractive IOL with 4 Haptic design • Material should be Hydrophilic or Hydrophobic or Hydrophilic with Hydrophobic surface properties • Preloaded True MICS 1.8mm • Near Add of + 3.33D 	10

	<ul style="list-style-type: none"> • Intermediate add of +1.66D • Light transmission 85.7%. • Light distribution should be 50% for distance, 20% for intermediate and 30% for near. • Overall Diameter 11.0mm, Optic Diameter 6.0mm. • Smooth edges for minimal visual side effects • Bluemixs injector system. • A constant 118.6 • Diopter Range 0.0 to +32D with increment of 0.5D. • European CE certified 	
20.	<p>Preloaded Tri-focal diffractive toric IOL with 4 Haptic design- CE approved</p> <ul style="list-style-type: none"> • Preloaded Trifocal Bitoric diffractive, Aspheric (aberration correcting) IOL with 4 haptic design • Material should be Hydrophilic or Hydrophobic or Hydrophilic with Hydrophobic surface properties. • Should have add of +3.33 for near and +1.66 for intermediate. • Should have light transmission of 85% or more • Light distribution should be 50% for distance, 20% for intermediate and 30% for near. • Overall Diameter 11.0mm, Optic Diameter 6.0mm. • 360° anti-PCO ring with sharp edges • Smooth edges for minimal visual side effects • Incision size should be 2.2mm or less • Larger Diopter range: Sphere: -10.0D to +28.0D, cylinder: +1.0 to +4.0D in preloaded and +4.5 to +12D in non-preloaded. • A-constant: 118.8 • Should be European CE certified. 	10
21.	<p>Preloaded, Acrylic, Single Piece PCIOL with active oxygen processing treatment</p> <ul style="list-style-type: none"> • Preloaded, Acrylic, Single Piece PCIOL • Hydrophobic acrylic with UV-Filter • Should have Modified C-loop, 5° angulation • Should have Overall Size of 13mm and Optic size of 6mm • Power +6.00 to +30.00 D (in 0.50 D increments) • Should have Aspheric design with sharp optic edge • Should have dual Injector System-Push and Screw (Multisert) • Should have Active Oxygen Processing Treatment 	10
22.	<p>Preloaded, Acrylic, Single Piece PCIOL with yellow optic and active oxygen processing treatment</p> <ul style="list-style-type: none"> • Preloaded, Acrylic, Single Piece PCIOL • Yellow Optic Aspheric UV Filter and Blue Light Filter • Should Have Proprietary Aspheric Optic Design • Should have Square, thin and textured optic edge • Should have Textured-rough haptic surface • Should have Overall Size of 13mm and Optic size of 6mm • Power +6.00 to +30.00 D (in 0.50 D increments) 	50

	<ul style="list-style-type: none"> • Should have dual Injector system-Push and Screw (MultiSert) • Should have Active Oxygen Processing Treatment • Should have Unique design- Adjustable " insert shield" for depth management 	
23.	<p>Preloaded, Acrylic, Single Piece toric PCIOL with yellow optic and active oxygen processing treatment</p> <ul style="list-style-type: none"> • Hydrophobic, Acrylic • Yellow Optic-Should have UV Filtering & Blue Light Filter • Should Have Proprietary Aspheric Optic Design • Should have Sharp & Textured Optic Edge • Should have textured rough Haptic Surface • Should have Overall Size of 13mm and Optic size of 6mm • Power range- 10D to 30D • Range of Astigmatic Power Up to 6D • Should have preloaded- Injector System (I-Sert), compatible with Multisert delivery system also 	10
24.	<p>Hydrophilic acrylic biconvex aspheric aberration neutral IOL</p> <ul style="list-style-type: none"> • Biconvex Aspheric Optics with Aberration Neutral IOL • Material - Hydrophilic Acrylic • IOL Powers - + 10 to + 30 (in 0.5 steps) • Optic Diameter - 6 mm • Overall Length -12.50 mm • Optic Type - Aspheric • Haptic Angulation - 0 Degree (Plano) • Haptic Configuration -Modified C Loop Haptic • Refractive Index- 1.456 • A Constant - 117.9 in SRK-T US Biometry • 118.4 in SRK-T Optical Biometry • Barrett Universal II LF ; 1.59 	1000-1500
25.	<p>Hydrophilic acrylic toric IOL</p> <ul style="list-style-type: none"> • Hydrophilic Acrylic (Yellow tinted) • IOL Power - 10 D to + 40 D (In 0.5 D Steps) • Cylinder power + 0.5 D to 10 D (in 0.5 Steps) • Customized cyl range 11.00 D to 20.00D (In 0.5D Steps) • Optic Diameter -- 6 mm, (Customized Range 5mm to 6.5mm) • Over all Length -- 11.0 mm (Customized Range 11.0mm to 14.0 mm in 0.25 step • Optic Type -- Toric Aspheric Optic • Haptic Angulation - 0 degree (Planner) • Haptic configuration -Modified plate haptic • Refractive index-- 1.465 • A Constant -118.4 SRK-T US Biometry • 118.28 SRK-T , Optical Biometry • Barrett Universal II LF ; 1.67 	10
26.	<p>Synchronized Cast Molded Hydrophobic IOL</p>	500

	<ul style="list-style-type: none"> • Synchronized Cast Molded Hydrophobic IOL • Material - Hydrophobic Acrylic • IOL Powers + 0.0 D to + 30D (in 0.5 steps) • Optic Diameter - 6 mm, Overall Length -12.50mm • Optic Type - Aspheric Optic • Haptic Angulation - 0 Degree (Plano) • Haptic Configuration -Modified C -L Haptic • Refractive Index- 1.53 • A Constant - 118.52 in SRK-T US Biometry • 119.0 in SRK-T Optical Biometry • Barrett Universal II LF ; 1.88 	
27.	<p>Synchronized Cast Molded Hydrophobic toric IOL</p> <ul style="list-style-type: none"> • Synchronized Cast Molded Hydrophobic toric IOL- ensures no rotation in bag • Material - Hydrophobic Acrylic • IOL Powers + 0.0 D to + 30D (in 0.5 steps) • Optic Diameter - 6 mm • Overall Length -12.85mm • Optic Type - Toric Aspheric Optic • Haptic Angulation - 0 Degree(Plano) • Haptic Configuration -Modified C -L Haptic • Refractive Index- 1.53 • A Constant - 118.52 in SRK-T US Biometry • 119.0 in SRK-T Optical Biometry • Barrett Universal II LF: 1.88 	300-400
28.	<p>True Trifocal with Synchronised cast molded technology with full range of Vision</p> <ul style="list-style-type: none"> • True Trifocal, Aspheric , Foldable,single piece , Synchronised Cast molded hydrophobic Acrylic IOL • Optic Design-Triphobic HD (PATENTED TECHNOLOGY) • Material - Hydrophobic Acrylic Polymer with UV filter & blue light blocker • Haptic Design- C loop Haptic(Suitable for MICS) • Optic Size - 6 mm • Haptic Size -13.00mm • Haptic Angle - 0 Degree(UNIPLANER) • ASPHERIC VALUE- Mildly Negative Asphericity • Abbe No- >52 • Light Transmission >90% • Light Distribution ----- In Photopic Condition 52% Far, 18% Intermediate, 30% Near; In Scotopic Condition 50% Far , 20% Intermediate, 30% Near; In Mesopic Condition 53% Far, 22% Intermediate, 25% Near • Square Edge - all Enhanced Square Edge • Refractive Index Wet - 25 Degree C ; 1.543 +_ 0.002 • Acoustic A Constant - 118.8, Optical A Constant SRK-II 119.5, SRK-T 119.3 	10

	<ul style="list-style-type: none"> • Barrett Universal II LF ; 1.93 • IOL Powers - + 0.0 D to + 40D (in 0.5 steps) 	
29.	<p>True Trifocal Toric IOL with Synchronised cast molded technology with full range of Vision</p> <ul style="list-style-type: none"> • True Trifocal, Aspheric , Foldable,single piece , Synchronised Cast molded hydrophobic Acrylic IOL • Optic Design-Triphobic HD (PATENTED TECHNOLOGY) • Material - Hydrophobic Acrylic Polymer with UV filter & blue light blocker • Haptic Design- C loop Haptic(Suitable for MICS) • Optic Size - 6 mm • Haptic Size -13.00mm • Haptic Angle - 0 Degree(UNIPLANER) • ASPHERIC VALUE- Mildly Negative Asphericity • Abbe No- >52 • Light Transmission >90% • Light Distribution ----- In Photopic Condition 52% Far, 18% Intermediate, 30% Near; In Scotopic Condition 50% Far , 20% Intermediate, 30% Near; In Mesopic Condition 53% Far, 22% Intermediate, 25% Near • Square Edge - all Enhanced Square Edge • Refractive Index Wet - 25 Degree C ; 1.543 +_ 0.002 • Acoustic A Constant - 118.8, Optical A Constant SRK-II 119.5, SRK-T 119.3 • Barrett Universal II LF ; 1.93 • IOL Powers - + 0.0 D to + 40D (in 0.5 steps) • Cyl +0.5D to + 6 D (in 0.5D Increment Steps) 	10
30.	<p>Intra Ocular Posterior Chamber Phakic Foldable Lens (Spherical) (European CE Approved)</p> <ul style="list-style-type: none"> • Hybrid acrylic • Optic Size: 6.60 mm (that Can Be Customized up to 7.5mm) with center flow and peripheral flow openings • Overall Length: 11.50 TO 14 mm (0.25mm Step) • Lens can be customized according to the shape and size of each eye • Incision Size 2.8 mm • Spherical Power: -1.00 to 30.00, +1.00D to +15.00D (In .5 Step) • Disposable Injector and Cartridge 	10
31.	<p>Intra Ocular Posterior Chamber Phakic Foldable Lens (Toric) (European CE Approved)</p> <ul style="list-style-type: none"> • Hybrid acrylic • Optic Size: 6.60 mm (that Can Be Customized up to 7.5mm) with center flow and peripheral flow openings • Overall Length: 11.50 TO 14 mm (0.25mm Step) • Lens can be customized according to the shape and size of each eye • Incision Size 2.8 mm • Spherical Power: -1.00 to 30.00, +1.00D to +15.00D (In .5 Step) • Cylinder Power: +.50D to +10.00D (.50D Step) 	10

	<ul style="list-style-type: none"> Disposable Injector and Cartridge 	
32.	<p>Intra Ocular Posterior Chamber Phakic Foldable Lens (Presbyopic) (European CE Approved)</p> <ul style="list-style-type: none"> Hybrid acrylic Optic Size: 6.60 mm (that Can Be Customized up to 7.5mm) with center flow and peripheral flow openings Overall Length: 11.50 TO 14 mm (0.25mm Step) Lens can be customized according to the shape and size of each eye Incision Size 2.8 mm Spherical Power: -1.00 to 30.00, +1.00D to +15.00D (In .5 Step) Cylinder Power: +.50D to +10.00D (.50D Step) Presbyopic add of up to +4D. Disposable Injector and Cartridge 	10
33.	<p>Implantable Contact Lens (Spherical) (ICL): <u>USFDA Approved</u></p> <ul style="list-style-type: none"> Foldable polyHEMA Lens Implantable through <3.5 mm incision Implantable in posterior chamber Overall diameter should range from 11.5 mm to 13 mm Spherical power should range from -3.0 to -23.0D & upto + 10.0 Optic diameter should be 4.5 to 6 mm 	100
34.	<p>Implantable Contact Lens (Toric) (ICL): <u>USFDA Approved</u></p> <ul style="list-style-type: none"> Foldable polyHEMA Lens Implantable through <3.5 mm incision Implantable in posterior chamber Overall diameter should range from 11.5 mm to 13 mm Spherical power should range from -3.0 to -23.0D & upto + 10.0 Astigmatic power should be available for up to 6D Optic diameter should be 4.5 to 6 mm 	50
35.	<p>Pseudophakic Add On IOLs (European CE Approved)</p> <ul style="list-style-type: none"> Aspheric Convex/Concave Foldable Hydrophilic Acrylic Sub 2.80 mm incision Optic Size: 6.20 mm Overall Length: 11.00 to 14.00 mm Diopter: -15.00 D to +15.00 D (0.5D Step) 	10
36.	<p>Scleral Fixated IOL (European CE Approved)</p> <ul style="list-style-type: none"> All PMMA rigid Lens Optic size of 6-7 mm Overall size of 13 mm Modified open loop haptic with islets in each haptic Should have UV absorbers 	5
37.	<p>Aniridia IOL (European CE Approved)</p> <ul style="list-style-type: none"> CE approved 	10

	<ul style="list-style-type: none"> • IOL for treatment of Aniridia • IOL should have a colored body (size 9mm) and haptics. • It should have central clear optic (Size at least 4mm). • Power Range: 0 to +30 D (0.5 D steps) • Color: should have option for dark brown and black color 	
38.	<p>PMMA Posterior Chamber IOL (European CE Approved)</p> <ul style="list-style-type: none"> • Single Piece • Rigid Lens • Optic size: 6.5 mm with overall diameter of 13.00 mm • With hole • Modified C Loop 	500
39.	<p>PMMA Anterior Chamber IOL (European CE Approved)</p> <ul style="list-style-type: none"> • Single Piece • Optic Size: 6.00 mm, • Overall Length: 12.0/12.75/13.00 mm • Loop Haptic: Kelman Multiflex, • Diopter: +6 D to +30 D 	500

Section – VIII

Proforma for Performance Statement

(For the period of last two years)

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

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

We hereby certify that the details of all orders received in last 2 years of similar items has been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Seal of the Bidder _____

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

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

Section – IX

TENDER ACCEPTANCE FORM

To _____

**The Chief (RPC),
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110 029 India.**

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt. Ministries/AIIMS, New Delhi.

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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security/Performance Security.”

Name _____
Business Address _____

Place: _____

Date: _____

SECTION - X
PRICE SCHEDULE

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

SECTION – XI

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(hereinafter called the “Bidders”)
has submitted its Bid dated _____ for the
supply of _____
(hereinafter called the “Bid”)
against the purchaser’s ATE No. _____

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

The conditions of this obligation are:

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

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

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

.....
(Signature with date of the authorized officer of the Bank)
.....
(Name and designation of the Officer)
.....
.....
(Seal, name & address of the Bank and address of the Branch)

SECTION - XII
MANUFACTURER'S AUTHORISATION FORM

The 'Chief (RPC)'
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110029, India.

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this bid for the following reason(s):

(please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a bid, process the same further and enter into a Tender Enquiry Document 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 as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods 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 Rate Contract/Purchase Orders placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

SECTION – XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the Supplier)
(Hereinafter called “the Supplier”)

has undertaken, in pursuance of Rate Contract No. _____
dated _____ valid from _____ to _____ for supply
_____ (*insert description of goods*)
(Hereinafter called “the Contract”),

to AIIMS, Ansari Nagar, New Delhi-110 029
(Hereinafter called “the Purchaser”)

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee will remain in force upto _____ (*insert last date of currency of
Rate Contract plus Warranty Period (if applicable) plus additional Ninety days*) and
any demand in respect thereof should reach the Bank not later than the above
date.

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

.....
Name and designation of the officer

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

SECTION – XIV

RATE CONTRACT FORM FOR GOODS

(To be executed on Non-Judicial Stamp Paper worth of Rs.100/-)

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

Rate Contract No. _____ dated _____

To

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No.:
_____ dated _____

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

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

Bidders” of the Tender Enquiry Document shall also apply to this Rate Contract.

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

(i) Brief particulars of the goods which shall be supplied by the supplier against Rate Contract are as under:

Item No.	Brief Description of Goods	Unit	Unit Price (in INR)	GST Rate (in %age)	Total Unit Price with GST (in INR)

(iii) Terms of Delivery: Free Delivery At Site

(iv) Delivery schedule: 45 Days from the Date of Issue of Purchase Order

(iii) Performance Security of Rs. _____ valid upto _____ to be furnished by _____

6. Currency of Rate Contract from: _____ to: _____

7. Warranty Period: **One** Year from the date of acceptance of goods (if applicable)

8. Payment terms: As per General Conditions of Contract

9. The Supplier will supply the goods as per Rate Contract against Purchase Orders issued by various Centers/Hospital/Section/Departments/Store Sections of AIIMS, New Delhi.

Signature, name and designation of the Purchaser authorised official for and on behalf of Director, AIIMS, may be called as First Party

Received and accepted this Rate Contract

Signature, name and address of the supplier’s executive duly authorised to sign on behalf of the supplier, may be called as Second Party

for and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

SECTION – XV

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

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

- 1) Rate Contract No. & date : _____
- 2) Purchase Order No. & date : _____
- 3) Supplier’s Name : _____
- 4) Consignee’s Name & Address: _____
- 5) Name of the item supplied : _____
- 6) Quantity Supplied : _____
- 7) Date of Receipt by the Consignee : _____

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XVI

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

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

- 1) Rate Contract No. & date : _____
- 2) Purchase Order No. & date : _____
- 3) Supplier’s Name: _____
- 4) Consignee’s Name & Address: _____
- 5) Name of the item Supplied : _____
- 6) Quantity Supplied : _____
- 7) Date of Receipt by the Consignee : _____
- 8) Quantity Accepted : _____
- 9) Date of Acceptance by the Consignee : _____
- 10) The supplier has fulfilled its contractual obligations including installation (if applicable) satisfactorily

OR

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

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

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

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____