

**Notice Inviting Quotation for
Procurement of PRI lines
(Primary Rate Interface)
for AIIMS BILASPUR**

AIIMS Bilaspur

Notice inviting quotation

AIIMS HOSPITAL BILASPUR invites Sealed quotations are invited from reputed services providers for procurement of 90 Channel PRI lines for AIIMS HOSPITAL BILASPUR as per the detailed specifications. Sealed Quotations in a single envelope duly super subscribed at the top of the envelope as "Quotation No. AIIMS-BLS/Stores/2022/NIQ/ for procurement of 90 Channel PRI lines for AIIMS HOSPITAL BILASPUR due date of opening 28/10/2022" containing both the "Technical Bid" and "Price Bid" (in two separate envelopes) may be submitted so as to reach on or before 28/10/2022 up to 11:00 A.M in Conference hall of Procurement & Stores Department, Basement-1, D-Block, AIIMS Bilaspur, Kothipura, Bilaspur, Himachal Pradesh PIN- 174001. The bids shall be opened in the presence of duly constituted local purchase committee and bidders who may wish to be present on the same day at 11:30 A.M.

NIQ Summary Sheet

Name of the company	AIIMS Hospital
Tender Reference Number	AIIMS-BLS/(G)/2022/NIQ/
EMD Amount	Rs. 5,000 in the form of NEFT / RTGS / Hospital Guarantee from a scheduled Hospital to the credit of / in the name of Executive Director, AIIMS Hospital Bilaspur.
Date of issue of the NIQ	08/10/2022
Pre-bid meeting date	13/10/2022
Last date to seek clarification	13/10/2022
Last Date and Time for NIQ submission / upload of bids	28/10/2022
Date and time for opening of Technical Bids	To be 28/10/2022
Date & Time for opening of Commercial Bids	To be communicated later
Primary point of contact for the NIQ	
Name: Dr. Mohd. Kausar, Faculty In charge (Procurement & Stores), AIIMS Bilaspur (H.P)	
Place of Pre-bid meeting	Procurement and Stores Department, Block-D. B-1, AIIMS Hospital Bilaspur (H.P)
Place of Bid submission and NIQ Opening	
Address for Communication	

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- 1) The Hospital reserves the right to change the schedule mentioned above or elsewhere mentioned in the document, which will be communicated on AIIMS HOSPITAL BILASPUR Hospital Website
- 2) The copy of this document may be downloaded from the Hospital website free of cost.
- 3) Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this NIQ signifies your agreement to treat the information as confidential.
- 4) Bid processing fee and Earnest Money Deposit must accompany all NIQ offers as specified in this NIQ document and it should be handed over to the Hospital along bid . The EMD, if submitted in Hospital Guarantee form, should reach to above mentioned address of AIIMS Hospital on or before the closing date as mentioned in the above NIQ timelines. This cover containing EMD in BG form shall be opened along with online Technical Bids.
- 5) The Hospital reserves the right to reject any or all offers without assigning any reason.
- 6) All communication with regards to this request for proposal needs to be directed to AIIMS HOSPITAL BILASPUR directly either through email / hardcopy at the addresses mentioned above and within the stipulated time.
- 7) NIQ offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the NIQ on the above-specified date, time, and place. A maximum of TWO representatives will be allowed who will be the authorized personnel. A letter of authorization have to be presented to the Hospital duly issued by the competent authority of the bidder company.
- 8) Eligibility criteria, Terms and Conditions and various formats and proforma for submitting the NIQ offer are described in the NIQ document.
- 9) Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of the tender on the above-specified date, time and place. **The representative needs to carry an Authorization certificate** from their competent personnel to attend the meeting as per Annexure XIII – Authorization letter

Common terms of reference / definition

Sr	Definitions of some common terms & Abbreviations	
1)	Hospital	AIIMS Hospital
2)	AIIMS	All India institute of medical Science
3)	Bidder / Respondents	Applicants applying for this NIQ and are interested in providing the product / services as per the NIQ document.
4)	Document	Refers to this NIQ document
5)	Contract / Agreement	Refers to the master services agreement (including service agreements, terms, and conditions etc.) to be signed between AIIMS HOSPITAL BILASPUR and the selected bidder

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6)	Proposal / Bid / Application / Tender / Offer	Refer to the bid submitted by the bidder in response to the NIQ herein.
7)	User	Refer to the Hospital employees and other identified personnel
8)	Intellectual property Rights	Shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
9)	NIQ	Notice Inviting Quotation
10)	Contractor /Supplier /Vendor	Final successful Bidder to whom the contract will be awarded
11)	EMD	Earnest money deposit
12)	OEM	Original Equipment Manufacturer
13)	SLA	Service Level Agreement
14)	MOU	Memorandum of Understanding
15)	IST	Indian Standard time GMT + 5:50
16)	INR / Rs	Indian Rupee
17)	PBG	Performance Bank Guarantee
18)	PRI	Primary Rate Interface

Interpretations:

- Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semigovernment or local).
- The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- The terms not defined in this agreement shall be given the same meaning as given to them in the NIQ. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

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1. PART – A – GENERAL TERMS AND CONDITIONS

1.1 Introduction

AIIMS Hospital is 750 bedded hospital at Kothipura, Distt. Bilaspur Himachal Pradesh

1.2 Tender Fees

As part of the technical bid submission, the bidders are required to deposit the tender fees if mentioned under the invitation to NIQ.

The bidders who are claiming tender fees exemption under MSME Act / or any other government provision(s) are required to fill in the details in the Annexure III – Bidder Details and attach the necessary documents.

1.3 EMD

The bidder shall furnish, as part of its Technical Bid, Earnest Money Deposit as mentioned in the NIQ to Bid. The earnest money deposit shall be denominated in Indian Rupees only. EMD can be deposited either in form of NEFT/ RTGS or in form of Bank Guarantee as per Annexure XI – Bank Guarantee format for Earnest Money Deposit

The bids not secured in accordance with the above will be rejected by the Hospital as non-responsive.

The EMD may be forfeited:

- a) If the bidder withdraws its bid during the period of bid validity specified by the bidder
- OR
- b) In case of the successful bidder, if the bidder fails:
 - i) To sign the contract
 - ii) To furnish performance bank guarantee

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the bidders. In case of successful bidders, the same shall be refunded upon furnishing of the performance Hospital guarantee.

The bidders who are claiming EMD exemption under MSME Act / or any other government provision(s) are required to fill in the details in the Annexure III – Bidder Details and attach the necessary documents.

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1.4 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Hospital shall be written in English language.

1.5 Signature

The covering letter and all documents must be signed with the Bidder's name and by an Authorized Signatory of the Bidder, who is authorized to commit the Bidder to contractual obligations. All obligations committed by such signatories are liable to be fulfilled by the Bidders who would be selected to carry out the project as per the terms of this NIQ.

All the commitments, obligations and responses (all the pages) against this NIQ must be signed by the signatory of the Bidder and are enforceable through SLA/MSA and tender document which may be signed at the end of the bidding process.

1.6 Bid / NIQ Submission Process

- i. Hospital will not accept delivery of Bid in any manner other than that specified in this document. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
- ii. An authorized signatory of the Bidder shall initial all the pages of the original Bid. The authorization shall be in the form of a written Power of Attorney in Annexure IX – Power of Attorney for signing of application accompanying the Bid or in any other form demonstrating that the signatory has been duly authorized to sign.

Performance Bank Guarantee

The successful bidder(s), whose bid is accepted, will be required to furnish Performance Bank Guarantee of 5% of the purchase Order or as decided by the Hospital within the period specified (within 15 days of issue of letter awarding the tender as successful bidders). PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. In case the bidder fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid Performance Guarantee.

The terms and conditions for the Performance Hospital Guarantee are as follows:

- i. The Performance Bank guarantee shall be in the standard format as per Annexure - Annexure XII – Bank Guarantee for Performance Guarantee
- ii. The Performance Bank Guarantee shall be issued by a Scheduled Commercial Bank in India.
- iii. The Performance Bank Guarantee shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc with respect to the Performance bank Guarantee shall be borne by the successful Vendor
- iv. The Performance bank Guarantee so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing Hospital. Such forwarding letter shall state that the Performance bank Guarantee has been signed by the lawfully constituted authority legally competent to sign and execute such legal

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instruments. The executor (BG issuing bank Authorities) is required to mention the Power of Attorney number and date of execution in his /her favour with authorization to sign the documents.

- v. Each page of the Performance bank Guarantee must bear the signature and seal of the BG issuing bank and Performance Bank Guarantee number.
- vi. In the event of the Vendor being unable to service the Agreement or causing delay in providing the requisite service for whatever reason, the Payment Bank reserves the right to invoke the Performance bank Guarantee at its sole discretion.
- vii. Notwithstanding and without prejudice to any rights whatsoever of the bank under the Agreement in the matter, the proceeds of the Performance bank Guarantee shall be payable to Hospital as compensation by the successful Vendor for its failure to complete its obligations under the Agreement. Hospital shall notify the successful Vendor in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful Vendor is in default.
- viii. The Payment bank shall also be entitled to make recoveries from the successful Vendor's bills, Performance bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- ix. The Performance bank Guarantee may be discharged / returned by Hospital upon being satisfied that there has been due performance of the obligations of the successful Vendor under the Agreement. However, no interest shall be payable on the Performance bank Guarantee.

1.7 Terms and Conditions

1.8.1 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 6 months (180 Days) from the due date of submission of bids (from Due Date) as prescribed by the Hospital for acceptance. A bid valid for a shorter period shall be rejected by the Hospital as non-responsive.


A quotation once accepted, shall be valid for further period of 6 months from date of acceptance of quotation / award of Purchase Order. Hospital will be at liberty to place order within this period of 6 months.

1.8.2 Modifications and withdrawal of bids

No bid can be modified by the bidder, subsequent to the closing date and time for submission of bids.

1.8.3 Clarification of bids

A bidder requiring any clarification on this document may notify the Hospital in writing by e-mail at the email address provided in the "NIQ Summary Sheet". Bidders shall send the queries only in the prescribed format specified in Annexure VII – Query Format mentioned in the document.

++  No requests for clarification will be accepted by telephone. Hospital shall respond over email or in writing and post online any request for clarification of the NIQ document that it receives until
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the date mentioned in NIQ Summary Sheet. Any questions submitted post the clarification submission date shall not be considered by the Hospital. In no event will the Hospital be responsible for ensuring that bidder's inquiries have been received by the Hospital.

1.8.4 Erasures or alterations

The proposal / documents submitted by the bidder on the hospital portal would be considered as the official / final submission by the bidder.

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled. No columns of the tender should be left blank. Offers with insufficient information and Offers which do not strictly comply with the stipulations given in this document, are liable for rejection. Correct technical information of the product / service being offered must be filled in. Filling in of the information using terms such as "OK", "accepted", "noted" may not be acceptable. The Hospital may treat offers not adhering to these guidelines as unacceptable.

1.8.5 Revised bids

If necessary, the Hospital reserves the right to call for revised technical or commercial bid from all the eligible bidders for the selection of the said NIQ.

1.8.6 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the Hospital.

1.8.7 Confidentiality

The information given in this document is confidential and is for use by the bidder to whom it has been issued. Each party, i.e. the Hospital and the bidder, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/ Agreement confidential, including the price information.

1.8.8 Cost and Currency

The offer must be made in Indian Rupees only.

The total price quoted should be inclusive of applicable duties, levies and charges, GST etc. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of service taxes / GST will be borne by the Hospital and benefit of downward revision of taxes shall be passed by the bidder to the Hospital).

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Hospital or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Hospital shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conductor outcome of the Bidding Process.

1.8.9 Compliance to Terms and Conditions

It is essential that all the bidders should agree to all the above-mentioned terms and conditions and they should submit one statement to that effect on the letterhead of the bidder along with the technical bid as per Annexure I – Conformity Letter; otherwise the offer shall be rejected.

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1.8.10 Applicable law and jurisdiction of court

This NIQ shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

1.8 Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

1.9.1 Bidder warranties

By submitting a Response, Bidder represents and warrants to the Hospital that, as at the date of submission:

- i. the Bidder has fully disclosed to the Hospital in its Responses all information which could reasonably be regarded as affecting in any way evaluation of the Response;
- ii. all information contained in the Bidder's Response is true, accurate and complete and not misleading in any way;
- iii. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon AIIMS HOSPITAL BILASPUR's reputation if the Response is successful;
- iv. the Bidder will immediately notify AIIMS HOSPITAL BILASPUR of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial condition, or AIIMS HOSPITAL BILASPUR's reputation or render the Bidder unable to perform its obligations under the Service level agreement, if any or have a material adverse effect on the evaluation of the responses by; and
- v. the Bidder has not and will not seek to influence any decisions of AIIMS HOSPITAL BILASPUR (H.P) during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

1.9.2 Confidentiality

Bidder must keep confidential any information received from or about AIIMS HOSPITAL BILASPUR as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submissions, Responses are not confidential and may be used by Hospital in whole or part. Hospital however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally, and at any point of the evaluation and selection process, Hospital may require the Bidder to execute an NDA if the Bidder has not executed an NDA with Hospital previously.

1.9.3 Not an offer to contract

This NIQ is not an offer to contract, nor should it be construed as such; it is a definition of specific requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. AIIMS HOSPITAL BILASPUR reserves the right to make no selection and enter into no agreement as a result of this NIQ.

1.9.4 Hospital's Right

It should be understood that your response to this NIQ constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, the Hospital may, at its

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option, incorporate all or any part of your response to this NIQ in the contract. Hospital reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted offer.

1.9.5 Financial documents

AIIMS HOSPITAL BILASPUR may request additional financial/business information from the Bidder at its discretion.

1.9.6 Selection criteria

The selection criteria, inquiries, questions or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard, will not be opened and processed further.

1.9.7 Termination/or suspension of evaluation process

Hospital reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but AIIMS HOSPITAL BILASPUR is not obliged to provide any reasons.

1.9.8 Other Rights

Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, AIIMS HOSPITAL BILASPUR may at any stage of the evaluation process:

- i. Require additional information from a Bidder;
- ii. Change the structure and timing of the evaluation process;
- iii. Terminate further participation in the evaluation process by a Bidder;
- iv. Negotiate with more than one Bidder;
- v. Terminate negotiations being conducted with a Bidder;
- vi. Vary or extend the timetable and evaluation process

1.9.9 Responsibility for Costs

Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in relation to providing AIIMS HOSPITAL BILASPUR with the response, the revised response or any additional information).

1.9.10 Non-Reliance by Bidder

Bidder, by submitting a Response, acknowledges that:

- i. it does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this NIQ or otherwise provided by AIIMS HOSPITAL BILASPUR in writing;
- ii. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information; and
- iii. Information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.

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1.9.11 AIIMS HOSPITAL BILASPUR 's right to vary

AIIMS HOSPITAL BILASPUR reserves the right to vary any aspect of this evaluation process, NIQ without liability to Bidder. Where AIIMS HOSPITAL BILASPUR varies any aspect of this evaluation process or the agreement, the Hospital shall notify the Bidder of that variation.

1.9.12 Incorporation of Responses into agreement

The successful bidder as concluded by the Hospital shall sign a service level agreement. Hospital may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final service level agreement. The Hospital may require a successful Bidder to submit, before negotiation of the service level agreement, details of issues which may affect their ability to act as a Bidder.

1.9.13 Indemnity

1. The bidder (the "Indemnifying Party") undertakes to indemnify Hospital (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will indemnify the Indemnified Party, if the claim of infringement is caused by
 - i. Indemnified Party's misuse or modification of the Service;
 - ii. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - iii. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
 - iv. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
 - v. Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (A) procure the right for Indemnified Party to continue using it, (B) replace it with a non-infringing equivalent, (C) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:

- i. an act or omission of the bidder, director/ authorized signatory, its agents, or partners of the firm, proprietor etc. in the performance of the services provided by the bidder,
- ii. breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the bidder,
- iii. use of the deliverables and or services provided by the bidder,
- iv. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work

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herein Bidder shall further indemnify the Hospital against any loss or damage to the Hospital's premises or property, Hospital's data, loss of life, etc., due to the acts of the bidder's employees, agents or representatives.

The bidder shall further indemnify the Hospital against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property rights, and third-party claims on the Hospital deliverables at all points of time,

2. The indemnities set out in point 1 shall be subject to the following conditions:
- i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - iii. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;
 - iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;
 - v. all settlements of claims subject to indemnification under this Clause will
 - A. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - B. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - viii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out under point 1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

1.9.14 Representation and Warranties

++  Successful Bidder represents and warrants to the AIIMS HOSPITAL BILASPUR as follows:
(Bidder Stamp & Signature)

NIQ for Procurement of PRI Lines for AIIMS BILASPUR |  14

- i. It has been duly incorporated in India and is valid as per the existing laws of India.
- ii. It shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, tradeseecrets, copyright and/or any other proprietary rights.
- iii. The Employees of the successful Bidder shall continue to be its Employees and work under its discretion and shall not claim any employment from AIIMS HOSPITAL BILASPUR by the virtue of providing the services, irrespective of the location of their work. The payment of salary, benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
- iv. Will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject.
- v. The signatory to this agreement has due authority and power in its favour to execute this Agreement and bind and such authority and power is still valid and subsisting.
- vi. This Agreement constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
- vii. The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this Agreement will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.
- viii. That the successful Bidder is not misleading AIIMS HOSPITAL BILASPUR in any way;
- ix. no litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the successful Bidder threatened against or otherwise involving the successful Bidder which could have an adverse effect on its business, assets or financial condition or upon AIIMS HOSPITAL BILASPUR's reputation;
- x. That the successful Bidder will immediately notify AIIMS HOSPITAL BILASPUR of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or AIIMS HOSPITAL BILASPUR's reputation or render the successful Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by Hospital; and
- xi. the successful Bidder has not and will not seek to influence any decisions of AIIMS HOSPITAL BILASPUR during the evaluation process or engage in any uncompetitive behaviour or other practice which may deny legitimate business opportunities to other successful Bidders

1.9.15 Non-Disclosure Agreement

As the successful bidder will have access to the data of the Hospital, the Hospital may require the successful bidder to sign a Non-Disclosure agreement undertaking indemnity for not disclosing or part with any information relating to the Hospital and its data to any person or persons or authorities, without written consent of the Hospital. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Hospital against the bidder. If the Hospital decides, Bidder shall sign non-disclosure agreement within one month of issuing of purchase order failing which Hospital will cancel the order and may take appropriate action against the bidder.

1.9.16 Order Cancellation

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(Bidder Stamp & Signature)

The Hospital reserves its right to cancel the order (fully or partially) in the event of work not done per the mutually agreed terms & conditions. In addition to the cancellation of the purchase order, the Hospital reserves the right to appropriate the damages from the performance Hospital guarantee (PBG) given by the bidder and/or foreclose the Hospital guarantee for damages / losses incurred by the Hospital. The vendor shall continue to fulfil the contract to the extent not terminated.

1.9.17 Non-transferable offer

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the Hospital.

1.9.18 Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of a FM, the contract frees both parties (Hospital & the vendor) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the vendor would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.9.19 Blacklisting:

If the bidder fails to perform the obligations as per this NIQ and the agreed terms of this NIQ, or withdraws his/her bid or his/her performance is found to be unsatisfactory by the Hospital (AIIMS Hospital), the Hospital may at its sole discretion blacklist the bidder from participating in any offer by the Hospital calling Bids, for a period of 5 years.

1.9.20 Intellectual Property Rights

The name, logo, design and other proprietary rights of the Hospital (AIIMS HOSPITAL BILASPUR) is solely the property of AIIMS HOSPITAL BILASPUR and in no case the Bidder shall use the same, except for the purposes mentioned under this agreement and exclusively for the AIIMS HOSPITAL BILASPUR only.

1.9.21 Liquidated damages

If the vendor fails to comply with the terms of this TENDER, the Hospital shall, without prejudice to its other remedies available to it, deduct from the Performance Hospital Guarantee or any payments due to the vendor, as agreed estimated liquidated damages, a sum up to a maximum deduction of 10% (ten percent) of the contract value. In the event of deduction of 10% of the contract value under this agreement and in event of further compliance failure on part of the vendor, the Hospital reserves the right to terminate the contract.

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(Bidder Stamp & Signature)

The payment or deduction of such Liquidated Damages shall not relieve the vendor from his obligations to complete its obligations under this Agreement.

The parties agree that the Liquidated Damages set out hereunder are genuine pre-estimate of costs and losses likely to be incurred by the Employer due to a failure to comply with the terms of the TENDER.

1.9.22 Precedence of Documents

If there is any inconsistency between the terms of this NIQ and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this NIQ, the terms of the NIQ will prevail to the extent of any inconsistency.

1.9.23 Resolution of disputes and arbitration

The Hospital and the bidders shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the contract, by direct and informal negotiation between the designated officer of the Hospital and designated representative of the bidder. If designated officer of the Hospital and representative of bidders are unable to resolve the dispute within a reasonable period as deemed fit by the Hospital, they shall immediately escalate the dispute to the senior authorized personnel designated by the Hospital and bidders respectively. If the parties fail to resolve the dispute within 21 (Twenty-One) days after the commencement of such negotiations, the Hospital can:

1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract any part thereof, should be settled by bilateral discussions.
2. Refer the dispute for arbitration, whereby one Arbitrator each shall be appointed by each party and the third Arbitrator (Umpire) shall be appointed by mutual consent of both arbitrators. This third Arbitrator shall preside over the Arbitration proceedings.
3. Within thirty (30) days of the receipt of the said notice, the arbitrators shall be appointed in writing.
4. The Arbitrators shall have its seat in Bilaspur (H.P) or such other place in India as may be mutually agreed to between the parties.
5. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
6. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.
7. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

1.9.24 Governing Laws & Dispute Resolution

++ (Bidder Stamp & Signature)

The NIQ and selection process shall be governed by and construed in accordance with the laws of India and will be subject to the exclusive jurisdiction of Courts at Bilaspur (H.P) (with the exclusion of all other Courts).

1.9.25 Disclosure and return

In the event that you elect not to respond to this NIQ, then the restrictions shall continue to apply to the use or disclosure of the information. Additionally, Bidders must immediately return this document and certify in writing to the Hospital, that all copies have been deleted in soft copy and destroyed, for hard copy.

2 PART – B – BID SPECIFIC CLAUSES

2.1 Scope of work

2.1.1 Brief

AIIMS Hospital is looking to select service provider for providing **30 Channel PRI/ SIP** services to the Hospital. The PRI services will be for a total duration of 4 years. The initial duration may be of 2 years which may be extended for a further period of 2 years depending on the performance of the selected bidder. The duration may be further extended beyond the said period of 4 years after mutual consultation with the selected bidders.

The Hospital invites bids for procurement of PRI lines (Primary Rate Interface)/ SIP (Session Initiating Protocol) on Fiber. The scope of work is stated below:

S No	Service	Place	No of channels/Numbers
1	SIP Trunk/ PRI lines	AIIMS Bilaspur	30 Channels
2	Dids	AIIMS Bilaspur	10

- I. 01 channels should activate 03 Desk phone (DIDs).
- II. The selected bidder should be able add more channels (in a bundle of 10) as the business expands. The selected bidder will be given a maximum of 3 week of advance notice for any subsequent increase / decrease in number of PRIs.
- III. The per channel bandwidth of channel should be at least 64kbps. Codec(s) support needed: G.711, G.729, iLBC.
- IV. The bidder should have a 24x365 days support contact center in order to log the calls. The contact center numbers should be provided to AIIMS Bilaspur (H.P.) along with the escalation matrix mentioning the contact person's name, number and designation in the company. Additionally, one service account manager needs to be assigned for the services provided to the Hospital.
- V. The maintenance support and subscription should include support (24x365) including product upgrades and updates. The support should be for unlimited requests.
- VI. The selected bidder shall ensure strict compliance with all laws, regulations, rules and guidelines governing the services

2.1.2 Maintenance

The selected bidder will be responsible for end to end operation, maintenance and uptime of

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(Bidder Stamp & Signature)

2.1.3 Location

The present location for set up is AIIMS Bilaspur

The cost of installation and termination of the PRI line has to be borne by the selected bidder.

The location of the contact centre may change which will result in transfer request for the PRIs to the new location. One-month advance notice will be given to the selected bidder to make the changes. The Hospital will not incur any cost related to the relocation to the new location. The bidder will have to bear the cost for relocation of the PRI at the new location. In an unlikely event wherein the new contact centre location selected by the Hospital is non-serviceable by the selected bidder, the existing agreement will be terminated and the Hospital will look at fresh commercial quotations from the empanelled service providers.

2.1.4 Delivery Schedule

The selected bidder will have to install the PRIs and start the services within a month's time of issuance of LOI / PO failing which the LOI / PO may be cancelled. Post the confirmation of PRI delivery and sharing the DIDs, Hospital may take up to a week's time to confirm the delivery of services. The billing cycle of the selected bidder will start post confirmation of successful services by the Hospital.

2.2 Service Level Agreement / Uptime and Penalty

a) The uptime required for each of the PRI is 99.5% which is calculated as under:

$$\text{Uptime \%} = \frac{(\text{No of days} * 24 \text{ hours} * 60 \text{ min}) - (\text{Downtime Minutes})}{\text{No of days} * 24 \text{ hours} * 60 \text{ min}} \times 100$$

The selected bidder needs to provide the monthly uptime report for each of the PRI installed along with the invoice. The report must give the date wise downtime segregation. The Hospital may cross verify the service provider report with the number of downtime issues reported / identified in a month. In case of non-adherence to the SLA, penalty at the below mentioned rate/slab will be levied on the selected bidder. The invoice amount will be paid post deduction of the penalty imposed.

Sr	Level of uptime per month	Penalty Charges
1	99.5% and above	No penalty
2	99% and above but below 99.5%	1% of total cost of monthly bill amount pertaining to the PRIs having issues
3	98% and above but below 99%	2% of total cost of monthly bill amount pertaining to the PRIs having issues
4	97% and above but below 98%	3 % of total cost of monthly bill amount pertaining to the PRIs having issues
5	Below 97%	5% of total cost of monthly bill amount pertaining to the PRIs having issues

++ (Bidder Stamp & Signature)

- b) In case the overall downtime in a day is for more than two hours, penalty at the rate of 2% of total cost of monthly bill amount pertaining to the PRI having issues will be levied.
- c) The selected bidder needs to take all proactive steps at their end to ensure minimal customer impact on account of call drops / voice quality issue. Any such call drop / voice quality issue identified in PRI services will be reported by the Hospital to the service provider basis the BAU ticket lodgement mechanism. In case of repeat instances of call drops / voice quality issues, penalty at the below mentioned rate / slab will be levied on the selected bidder. The invoice amount will be paid post deduction of the penalty imposed. The vendor will also be liable to pay GST on the penalty amount as per the regulation.

Sr	Incidents of call drops in a month	Penalty Charges
1	Upto 5 instances in a month	Nil
2	More than 5 but less than 10 instances	2% of total cost of monthly bill amount pertaining to the PRIs having issues
3	More than 10 instances	5% of total cost of monthly bill amount pertaining to the PRIs having issues

In case if penalty is levied on the selected bidder for consecutive three months on account of any of the above mentioned 3 clauses, the Hospital at its discretion may go ahead and terminate the agreement. The Hospital will be within its right to empanel other service provider as well as blacklist the selected bidder for future NIQs.

2.3 Price

The total price quoted should be inclusive of all costs, charges and expenses for supply, of PRI services. Price quoted shall also be inclusive of applicable duties, levies and charges, local taxes etc. Applicable GST has to be specified separately in the Price Offer format. No cost variation will be permitted other than statutory dues (Upward revision of GST will be borne by the Hospital and benefit of downward revision of tax shall be passed by the bidder to the Hospital).

2.4 Payment

- I. The payment will be made through NEFT / RTGS to the Hospital account of the tenderer / bidder as mentioned in the Hospital mandate. The tenderer shall submit the documents which shall clearly indicate the details of the calls / connect minute, etc
- II. Invoices need to be generated and presented on monthly basis to the Hospital. The invoices will be as per actual PRI's installed and will be billed on a pro rata / actual basis.
- III. No advance payment will be made to the selected bidder.
- IV. Payments will start post the Hospital's confirmation on the successful installation of services.
- V. Payment will be released within 30 days from the date of the receipt of the invoice post deducting the TDS as per the regulatory guidelines



The invoice amount will be paid post deduction of the penalty imposed. The vendor will also be liable to pay GST on the penalty amount as per the regulation.

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(Bidder Stamp & Signature)

2.5 Period of contract

The PRI services will be for a total duration of 4 years. The initial duration may be of 2 years which may be extended for a further period of 2 years depending on the performance of the selected bidder. The duration may be further extended beyond the said period of 4 years after mutual consultation with the selected bidders.

The cost quoted by the bidder should be valid for the entire contract period. The Hospital however, reserves the right to terminate the contract at its sole discretion by giving one month's notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection. Hospital will have the option to re-negotiate rates on yearly basis based on the volume of both inbound and outbound calls.

2.6 Bid Evaluation

2.6.1 Opening of NIQ

For bids received within the prescribed closing date and time, the Technical Bid will be opened in the presence of bidders' representatives who choose to attend the opening of the offer on the date and time decided by the Hospital as mentioned in this document; any change shall be informed to bidders through Hospital's website/ e-mail to the authorized representative. The representatives of bidders' present shall sign a register of attendance.

Only of the bidders, who have been deemed qualified in technical evaluation; commercial bid will be opened on prospective dates which will be communicated through Hospital Website/ email.

2.6.2 Shortlisting of Bidders

For responses received within the prescribed closing date and time the Hospital will scrutinize the offers received to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

The Hospital may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Hospital reserves the right for such waivers.

Upon receipt of applications (NIQ) the same shall be scrutinized and evaluated by the Hospital and the Hospital will shortlist / select bidders as per requirement and the same shall be communicated to the bidders. The Hospital also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.

During pre-qualification and evaluation of the proposals, Hospital may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by AIIMS HOSPITAL BILASPUR.

Respondents are not permitted to modify, substitute or withdraw proposals after its submission.

2.6.3 Commercial Bid Evaluation

The Commercial bids will be evaluated on the basis of the quotes submitted for these services, by the technically qualified bidder.

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(Bidder Stamp & Signature)

NIQ for Procurement of PRI Lines for AIIMS BILASPUR | ~~XXXXXXXXXX~~ 2 |

- a) The Hospital will select service provider for providing services as specified in the scope of work above.
- b) L1 bidder will be decided basis the quotation as submitted in the Annexure X –Commercial Bid format which is including the GST. L1 will be designated as service provider 1 and will be allotted the scope of work as defined in above clauses.
- c) The Hospital reserve the right to negotiate price with L1 bidder.
- d) The L1 price determined by the Hospital on the basis of this NIQ shall be valid throughout the contract period.
- c) The L1 bidder shall be selected to deliver the services as mentioned in the above scope of work

2.7 Bidder Eligibility Criteria

To be considered for selection by the Hospital, the bidders should meet the following criteria:

Eligibility Criteria:

Sr	Criteria	Documents to be submitted
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013.	<ul style="list-style-type: none"> • Certificate of Incorporation • PAN • TAN • GSTIN Certificate and any other tax related document if applicable • Along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid
2	The company to be in existence for more than 5 years in India	Copy of certificate of incorporation is to be submitted.
3	The Bidder should have a minimum annual turnover of Rs. . Crores per year during the last three financial years i.e. (AY - 2019-20 and 2020-21, 2021-22).	Copy of the audited balance sheet of the company for the consecutive last three financial years (AY- 2019-20 and 2020-21, 2021-22) along with CA certificate mentioning the turnover
4	Bidder should have positive net worth in three of the last five financial years i.e. (2017-18, 2018-19, 2019-20 and 2020-21, 2021-22).	Certificate to be submitted from the company CA mentioning the same for the last five years.
5	The bidder should have implemented the proposed solution in at least three government organization (at least one hospital) or PSUs during last five financial years (2017-18, 2018-19, 2019-20 and 2020-21, 2021-22).	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates/ Installation Reports / Payment Receipt / Project Sign Offs in the last three years including names of clients with Phone numbers, E-Mail IDs etc. to be submitted.

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(Bidder Stamp & Signature)

6	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of NIQ submission.	Bidder has to submit a Declaration in the format as mentioned in the <u>Annexure VIII – Self- Declaration</u> of this NIQ document.
7	The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted as per <u>Annexure VIII – Self-Declaration</u>

2.8 Technical Compliance sheet

Bids of the bidders meeting the minimum eligibility criteria as stated in above clauses shall be evaluated as per the technical compliance sheet as mentioned below. The bidders have to comply to all the technical requirements so as to qualify for commercial bid opening.

Technical compliance sheet

S. No.	Functional & technical requirement	Documents submitted for Technical Compliance	Compliance (Yes/No)
1.	PRIs Lines are on Fibre	Self Declaration Certificate / Brochure of the product / services	
2.	Availability of 10 DIDs and 30 Channels	Self Declaration Certificate / Brochure of the product / services	
3.	Facility to merge the PRIs as per the requirement and capability to link it with short code/TFN	Self Declaration Certificate / Brochure of the product / services	
5.	Facility for complaint / service request lodgement and tracking mechanism	Online portal presentation / link to be provided to the Hospital	
6.	Dedicated service account manager	The details of the account manager to be submitted.	
7.	Escalation Matrix	The details of the escalation matrix on company letterhead to be submitted along with the name / number / email id and designation of the officers	
8.	Uptime of 99.5%	Self-declaration on the company letter head signed by the authorised signatory	

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(Bidder Stamp & Signature)

NIQ for Procurement of PRI Lines for AIIMS BILASPUR ~~11/2023-24~~ 23

2.9 Bid Submission Process

2.9.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Hospital through the CPP Portal.

Sr	Document Description	Submitted (Yes / No)
1.	EMD Amount	
2.	Document for EMD and Tender fees exemption (Submit only if exemption is claimed)	
3.	Duly signed and stamped NIQ document along with all the issued corrigendum's, as a token of acceptance of terms and conditions of NIQ.	
4.	Duly filled <u>Annexure I – Conformity Letter</u>	
5.	Duly filled <u>Annexure II – Eligibility Criteria Compliance</u> along with supporting documents	
6.	Duly filled <u>Annexure III – Bidder Details</u>	
7.	Duly filled covering letter as per <u>Annexure IV – Bidder Response Cover Letter</u>	
8.	Comments on T&C if any from the bidder per <u>Annexure VI – Comments on Terms and Conditions, Services and Facilities</u>	
9.	Duly Filled self-declaration as per <u>Annexure VIII – Self-Declaration</u>	
10.	Duly filled <u>Annexure IX – Power of Attorney for signing of application</u>	
11.	Duly filled <u>Annexure X – Commercial Bid format</u>	

2.9.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in Annexure X – Commercial Bid format

3 PART – C – ANNEXURES

3.1 Document Checklist

Sr	Description	Submitted YES / NO
1.	Tender Fees and its details	

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(Bidder Stamp & Signature)

2.	EMD Amount	
3.	Document for EMD and Tender fees exemption(Submit only if exemption is claimed)	
4.	Duly signed and stamped NIQ document along with all the issued corrigendum's, as a token of acceptance of terms and conditions of NIQ.	
5.	Duly filled <u>Annexure I – Conformity Letter</u>	
6.	Duly filled <u>Annexure II – Eligibility Criteria Compliance</u> along with supporting documents	
7.	Duly filled <u>Annexure III – Bidder Details</u>	
8.	Duly filled covering letter as per <u>Annexure IV – Bidder Response Cover Letter</u>	
9.	Duly filled Past Experiences as per <u>Annexure V – Past Experience</u>	
10.	Comments on T&C in <u>Annexure VI – Comments on Terms and Conditions, Services and Facilities</u>	
11.	Duly Filled self-declaration as per <u>Annexure VIII – Self-Declaration</u>	
12.	Duly filled <u>Annexure IX – Power of Attorney for signing of application</u>	
13.	Duly Filled <u>Annexure X – Commercial Bid format</u>	

3.2 Annexure I – Conformity Letter

(To be submitted on company letterhead)

To,
Executive Director
AIIMS Hospital Bilaspur

Sir,

Sub: - Response to the AIIMS Hospital for selection of service provider for PRI services for AIIMS Hospital Limited.

Further to our proposal dated DD.MM.YYYY, in response to the NIQ document (hereafter referred to as "NIQ DOCUMENT") issued by AIIMS Bilaspur (H.P) we hereby warrant and confirm that:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the NIQ document and the addendum issued (if any) including the changes made to the original documents issued by the Hospital, provided however that only the list of deviations furnished by us in Annexure VI – Comments on Terms and Conditions, Services and Facilities of the main NIQ

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 (Bidder Stamp & Signature)

document which are expressly accepted by the Hospital and communicated to us in writing, shall form a valid and binding part of the aforesaid NIQ document.

The Hospital is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Hospital's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully

Authorised Signatory

Designation

Bidder's corporate name

3.3 Annexure II – Eligibility Criteria Compliance

Sr	Criteria	Documents to be submitted
1	Bidder should be a limited company (Public / Private) registered in India under the Companies Act, 1956 / 2013 .	<ul style="list-style-type: none">• Certificate of Incorporation• PAN• TAN• GSTIN Certificate and any other tax related document if applicable• Along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid
2	The company to be in existence for more than 5 years in India	Copy of certificate of incorporation is to be submitted.
3	The Bidder should have a minimum annual turnover of Rs. 1. Crores per year during the last three financial years i.e. (AY - 2019-20 and 2020-21, 2021-22).	Copy of the audited balance sheet of the company for the consecutive last three financial years (AY- 2019-20 and 2020-21, 2021-22) along with CA certificate mentioning the turnover
4	Bidder should have positive net worth in three of the last five financial years i.e. (2017-18, 2018-19, 2019-20 and 2020-21, 2021-22).	Certificate to be submitted from the company CA mentioning the same for the last five years.

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(Bidder Stamp & Signature)

3.4 Annexure III – Bidder Details

(To be submitted in this format only)

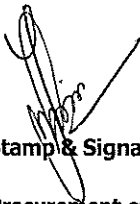
To,
Executive Director,
AIIMS Bilaspur

S. No.	Required Details	Response
General Details		
1.	Name of Company / Bidder / Organization	
2.	Postal Address	
3.	Telephone, Fax Number, Email Address	
4.	Nature of activity	
5.	Details of ownership	
6.	Holding company or parent company	
7.	Whether Original Equipment Manufacturer(OEM) / Reseller	
8.	If the bidder is authorized Dealer / Distributor /Trader / Reseller (attach OEM authorization certificate	
9.	Number of years in the business	
10.	Website address (if applicable)	
11.	GST Registration No. (if available)	
12.	Income Tax PAN	
13.	Number of Branch Offices	
14.	Name, address and telephone number, Emailid of the primary contact at your organization for this proposal	
Financial Information		
1.	Annual Turnover (2017-18) in INR Crore	
2.	Annual Turnover (2018-19) in INR Crore	
3.	Annual Turnover (2019-20) in INR Crore	
4.	Annual Turnover (2020-21) in INR Crore	
5.	Annual Turnover (2021-22) in INR Crore	
Bank Details for Payment		
1.	Bank Name	
2.	Branch Address along with IFSC code	
3.	Account Number	
EMD & Tender Fees Details		

++

(Bidder Stamp & Signature)

5	The bidder should have implemented the proposed solution in at least three government organization (at least one hospital) or PSUs during last five financial years (2017-18, 2018-19, 2019-20 and 2020-21, 2021-22).	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Completion Certificates/ Installation Reports / Payment Receipt / Project Sign Offs in the last three years including names of clients with Phone numbers, E-Mail IDs etc. to be submitted.
6	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of NIQ submission.	Bidder has to submit a Declaration in the format as mentioned in the <u>Annexure VIII – Self-Declaration</u> of this NIQ document.
7	The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted as per <u>Annexure VIII – Self-Declaration</u>



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(Bidder Stamp & Signature)

1.	Tender Fees Details	Amount	
		Transaction Details	
2.	EMD Details	Amount	
		Transaction Details	
3.	Whether Claiming Exemption from Submitting Tender Fees & EMD Amount (Mention Yes or No)		
	If Yes,		
4.	Please mention the details thereof (Relevant Act / Section) under which claiming Tender Fees and EMD amount exemption		
5.	Attach Supporting Documents for the same claim		

Declaration:

I hereby declare that I / We have verified the details indicated above and also confirm that all the information submitted is true to the best of my knowledge.

Authorised Signatory

Designation along with Bidder's name with seal



++ (Bidder Stamp & Signature)

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3.5 Annexure IV – Bidder Response Cover Letter

(To be submitted on company letterhead)Date:

To,
Executive Director
AIIMS Bilaspur

Dear Sir,

1. Having examined the requirement and Scope Documents including all Annexures / Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide our services for the policies mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your Hospital in conformity with the said Scope Documents.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope document.
3. We agree to abide by this Scope Offer for 180 days from last date of submission of bid (Due Date) and our Offer shall remain binding on us and may be accepted by the Hospital any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the work is allocated to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988', and other relevant statutes in this regard.
6. We certify that we have provided all the information requested by the Hospital in the format requested for. We also understand that the Hospital has the exclusive right to reject this bid in case the Hospital is of the opinion that the required information is not provided or is provided in a different format.

Date:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

++

(Bidder Stamp & Signature)

3.6 Annexure V – Past Experience

Sr. No	Name of organization /	Brief details of scope of work	Order Quantity / Quantities supplied	Name of person in-charge from client side with contact no. and e-mail id	Period	
					From	To

(Signature, name and designation of the authorised signatory)

Note: Appointment letter/Client letter/Contract with Client / Completion certificate in support of the information above should be submitted.



++ (Bidder Stamp & Signature)

3.7 Annexure VI – Comments on Terms and Conditions, Services and Facilities

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/Suggestion/Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)

++

(Bidder Stamp & Signature)

3.8 Annexure VII –Query Format

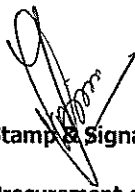
Queries:

Sr. No.	Page #	Point / Section #	Query	Hospitals Response (bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)



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(Bidder Stamp & Signature)

3.9 Annexure VIII – Self-Declaration

(To be submitted on Bidder's letterhead) Date:

To,
Executive Director
AIIMS Bilaspur

Dear Sir,

I on behalf of _____ (bidder's name) declare the following:

- 1) There is no case with the Police / Court / IRDA / SEBI / Regulatory authorities against the proprietor / firm / partner/company/Directors/employee.
- 2) We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Court etc. as on the date of NIQ submission.
- 3) We certify that neither our firm nor any of the partners/ directors is involved in any scam or disciplinary proceedings settled or pending adjudication.
- 4) We hereby undertake and confirm that we have understood the scope of work properly and shall comply with the terms of engagement.

Date:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

++

(Bidder Stamp & Signature)

3.10 Annexure IX – Power of Attorney for signing of application

(To be submitted on a INR 100 Stamp Paper only)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us (the "Bidder") and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **** Project proposed or being developed by the **** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/ or till the entering into of the agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For	
Authorized Signature:	
Authorized Signatory Name:	
Title of Signatory:	
Address:	

Witnesses:
1.
2.

Accepted

Attorney's Signature:	
Attorney's Name:	
Attorney's Title:	
Address:	

Notes:

++

(Bidder Stamp & Signature)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

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(Bidder Stamp & Signature)

3.11 Annexure X – Commercial Bid format

Name of the Bidder:

PRICE SCHEDULE

Sl.No	Item Description	Quantity	Units	BASIC RATE PER MONTH (per channel / per DIDs)	TOTAL AMOUNT With GST	TOTAL AMOUNT WITH GST
					In Figures	In Words
1	SIP Trunk/PRI	30	Channels			
2	DIDs	10	Nos			
Total in Figures						
Quoted Rate in Words						

Date:

Stamp and Signature

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)



++ (Bidder Stamp & Signature)

3.12 Annexure XI – Bank Guarantee format for Earnest Money Deposit

BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing

Ref.....

Bank Guarantee No.....

Date.....

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, Himachal Pradesh
(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

++ (Bidder Stamp & Signature)

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)



++ (Bidder Stamp & Signature)

3.13 Annexure XII – Bank Guarantee for Performance Guarantee

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

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, Bilaspur, Himachal Pradesh-174001

(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 authorized officer of the Bank)

.....
Name and designation of the officer

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

++ (Bidder Stamp & Signature)

3.14 Annexure XIII – Authorisation letter

(To be submitted on company letterhead via email)

To,
Executive Director,
AIIMS Bilaspur
Himachal Pradesh-174001, India
Sir,

Sub: - Authorisation Letter – For attending Meeting – NIQ

We, _____ (name of the company) hereby authorise the following executive from our company to attend the pre bid meeting of the subject NIQ.

The details of the authorised personnel is as under;

Sr	Name	Designation	Mobile No	Email ID for VC invite

If the Hospital decides to conduct the Pre bid meeting via VC then kindly send the VC link for pre bid meeting on the above mentioned email id of the authorised personnel.

Yours faithfully,

Authorised Signatory

(Stamp & Sign)

Designation

(Bidder's corporate name)



++ (Bidder Stamp & Signature)

3.15 Annexure XIV – Manufacturer Authorization Form

(To be submitted only if applicable)

The 'Executive Director'
All India Institute of Medical Sciences
Bilaspur, Himachal Pradesh-174001, 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 authorise 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
authorized 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 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 authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be sent.

++ (Bidder Stamp & Signature)

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